FONALD E. CARDWELL

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365711

March 27, 2008

Erin J. Rednour, Remedial Project Manager Illinois Environmental Protection Agency Bureau of Land Division of Remediation Management Mailcode 24 Post Office Box 19276 Springfield, Illinois 62794-9276

> RE: Request for information 1198010003 - Madison County Chemetco Site ILD 048 843 809 Hartford/Madison County

Harttord/Madison County
Superfund/Technical Reports

Dear Ms. Rednour:

REC/rg

Enclosure

Attached for your use is Mintz Scrap Iron and Metal Co., Inc.'s ("Mintz Scrap Iron") Response dated March 27, 2008, to Illinois EPA's Request for Information dated February 22, 2008.

Please note that Mintz Scrap Iron has requested that Illinois EPA provide Mintz Scrap Iron with any information Illinois EPA may have that indicates that Mintz Scrap Iron had a relationship with the Chemetco Site. If Illinois EPA will not accommodate Mintz Scrap Iron's request set out in the Response, please let me know.

If you have any questions concerning the Response, just give me a call.

Very truly yours,

McNAIR LAW FIRM, P.A.

Ronald E. Cardwell

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REVIEWER MD "

RESPONSE DATED MARCH 27, 2008 BY MINTZ SCRAP IRON AND METAL CO., INC. TO ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S REQUEST FOR INFORMATION DATED FEBRUARY 22, 2008

RE: 1198010003 - Madison County Chemetco Site ILD 048 843 809 Hartford/Madison County

PRELIMINARY STATEMENT

On February 25, 2008, Mintz Scrap Iron and Metal Co., Inc. ("Mintz Scrap Iron" or the "Company") received a request for information dated February 22, 2008 (the "RFI") from the Illinois Environmental Protection Agency ("Illinois EPA"). The RFI states that Illinois EPA seeks the Company's cooperation in providing information and documents relating to the contamination present at the Chemetco Site owned and formerly operated by Chemtco, Inc. in Hartford, Illinois (the "Site"). The Company submits this Response to the RFI.

OBJECTIONS

- 1. The Company objects to the RFI to the extent that it attempts to impose upon the Company obligations that go beyond the scope of the Illinois EPA's authority under Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq. ("CERCLA") and Section 22.2(f) of the Illinois Environmental Protection Act, 415 ILCS 5/22 (f).
- 2. The Company objects to the use of "you" or "your Company" as meaning Mintz Scrap Metal and Iron Co., Inc. to the extent that the RFI seeks information from persons who are not part of the Company's decision-making personnel and/or over whom the Company may have no control or with whom the Company may have no current relationship.
- 3. The Company reserves the right to supplement this Response and to raise any objections that new or additional information might warrant.

REQUEST FOR ANY ALLEGED NEXUS DOCUMENTS

The Company requests that Illinois EPA provide the Company with any information Illinois EPA may have that would tend to indicate that the Company had a relationship with the Site to the extent such information has not been provided to the Company prior to the date of this Response.

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REVIEWER MD

MISCELLANEOUS

In providing information in this Response, the Company is making no admission of liability with respect to the Site. The Company reserves the right to (1) correct any misimpressions or erroneous assumptions by Illinois EPA in its consideration of the Company's Response and (2) to supplement or revise any response to reflect any additional relevant information obtained.

It is the Company's Intent to cooperate with Illinois EPA on this matter, and if Illinois EPA has further questions or requests for clarification, the Company asks that Illinois EPA contact Ronald E. Cardwell to discuss how Illinois EPA's informational needs can be adequately addressed without requiring irrelevant and unduly burdensome investigation by the Company. Mr. Cardwell's contact information is as follows:

Ronald E. Cardwell
McNair Law Firm, P.A.
101 North Main Street, Suite 900
Greenville, South Carolina 29601
864-271-4940 (telephone)
864-250-0255 (fax)
rcardwell@mcnair.net

In preparing this Response to the RFI, the Company made a diligent effort to locate documents in its files. The responses set forth herein, subject to inadvertent or undiscovered errors or omissions, are based on and therefore necessarily limited by the information currently in the possession of the Company. The Company reserves the right to supplement or revise any response herein to reflect any additional relevant information obtained.

RESPONSES TO REQUEST FOR INFORMATION

Questions

1. Identify the person(s) answering this information Request on behalf of the Respondent.

Response:

Garvin O'Neal Mintz, Jr., President Mintz Scrap Iron and Metal Co., Inc. 395 Magness Drive Spartanburg, SC 29303 (864) 585-4128 (telephone) (864) 573-6330 (facsimile) 2. Identify all person(s) consulted in the preparation of the answers to these questions.

Response:

Garvin O'Neal Mintz, Jr., President Mintz Scrap Iron and Metal Co., Inc. 395 Magness Drive Spartanburg, SC 29303 (864) 585-4128 (telephone) (864) 573-6330 (facsimile)

Larry Hutchins
Mintz Scrap Iron and Metal Co., Inc.
395 Magness Drive
Spartanburg, SC 29303
(864) 585-4128 (telephone)
(864) 573-6330 (fax)

Walter M. White Holcombe, Bomar, Gunn & Bradford, P.A. 100 Dunbar Street, Suite 200 Spartanburg, SC 20306 864-594-5309 (telephone) 864-585-3844 (fax)

Ronald E. Cardwell McNair Law Firm, P.A. 101 North Main Street Greenville, SC 29601 (864) 271-4940 (telephone) (864) 250-0255 (fax)

3. Identify the parent corporation and all subsidiaries of the Respondent.

Response: Not applicable.

4. identify all documents consulted, examined, or referred to in the preparation of the answers to these questions, and provide copies of all such documents.

Response:

Mintz Scrap iron has no documents meeting the description contained in this Question.

5. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question or who may be able to provide additional responsive documents, identify such persons. Provide the current or most recent known address and telephone number of each individual identified.

Response: None.

6. Describe your company's business activities which resulted in sending material to the Chemetco Site.

Response:

Mintz Scrap Iron was incorporated on January 12, 1979, in South Carolina as a domestic, for profit corporation engaged in the business of a scrap metal recycler dealing in ferrous and non-ferrous metals. For a period of time, Chemetco, Inc. as the owner and operator of the Site purchased scrap metal from Mintz Scrap Iron as further described in the Response to Question Nos. 8, 18, 19, and 21 below.

7, identify all persons having knowledge of information about the generation, transportation to, treatment, disposal, or other handling of hazardous substances (including materials containing lead, cadmium, boron, copper, Iron, manganese, mercury, nickel, selenium, sulfate, zinc or other heavy metals), by you, your contractors, subcontractors or by prior owners and/operators which relates or may relate to the Chemetco Site, including but not limited to persons who arranged for disposal of or transported hazardous substances to the Chemetco Site.

Response:

Garvin O'Neal Mintz, Jr.
Mintz Scrap Iron and Metal Co., Inc.
395 Magness Drive
Spartanburg, SC 29303
(864) 585-4128 (telephone)
(864) 573-6330 (facsimile)

Larry Hutchins Mintz Scrap Iron and Metal Co., Inc. 395 Magness Drive Spartanburg, SC 29303 (864) 585-4128 (telephone) (864) 573-6330 (facsimile)

8. Describe your policies and procedures for the handling, treatment, storage and/or disposal of hazardous substances encountered in the course of your activities at the Site. Provide copies of records relating to this policy as well as to its implementation.

Response:

As to the Site, between 1980 and perhaps 1984 or 1985 at the latest, Mintz Scrap Iron would have purchased scrap metal containing copper for subsequent re-sale to customers such as Chemetco, Inc. Mintz Scrap Iron would have graded the copper-containing scrap metal and packaged the copper-containing scrap metal. Mintz Scrap Iron would have shipped the copper-containing scrap metal in piggy-back trailers via Norfolk Southern railway ("Norfolk Southern") to the Site. Mintz Scrap Iron has no documents meeting the description contained in this Question.

9. Identify all individuals who currently have, or who previously had, responsibility for your company's environmental matters (e.g., responsibility for the disposal, treatment, storage, recycling, or sale of your company's wastes, scrap materials and/or recyclable materials). For each, indicate the dates of the individual's employment and the nature of the individual's duties and responsibilities, and a description of the type of environmental information that the individual would possess.

Response:

Garvin O'Neal Mintz, Jr. has the responsibility for Mintz Scrap Iron's environmental matters and has had such responsibility for years. Mr. Mintz holds the office of President of Mintz Scrap Iron. He is the primary contact for environmental issues whether involving a local, state, or federal government.

10. Provide all Information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. 9627, sent to the Chemetco Site.

Response:

For years Mintz Scrap Iron has been properly permitted under applicable statutes, regulations, and ordinances in effect at local, state, and federal levels of government. Mintz Scrap Iron holds operating permit no. 2060-0226 issued by the South Carolina Department of Health and Environmental Control ("DHEC") for the permittee's aluminum sweat furnace. The operating permit expires on January 31, 2009,

and was preceded by construction permit no. 2060-0226-CA. In addition, Mintz Scrap Iron Is governed by NPDES general permit no. SCR000000 for the regulation of the permittee's stormwater. Lastly, Mintz Scrap Iron holds radioactive registration no. GL-0079 issued by DHEC on February 21, 2006. DHEC lists Mintz Scrap Iron as a waste minimization resource bearing identification no. 3693.

The Mintz Scrap Iron facility in Spartanburg, South Carolina undergoes periodic inspections by DHEC representatives and has so for many years. The periodic inspections have been annual inspections conducted by DHEC's Bureau of Land and Waste Management as well as "spot checks" by DHEC representatives on a more frequent basis. During its years of operation, Mintz Scrap Iron's facility in Spartanburg, South Carolina has not been the subject of a major enforcement action for non-compliance with applicable local, state, and federal environmental laws.

Mintz Scrap Iron has no reason to believe that its facility in Spartanburg County, South Carolina was not in compliance with applicable local, state, and federal environmental laws between 1980 and 1985.

11. Was any shipment of material sent to the Chemetoo Site ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.

Response: No.

12. Was any material shipment sent to the Chemetco Site ever subject of a change in payment terms because of increase of handling costs or any problem with the material sent to the Site? If so, describe this event in detail, including its cause and outcome.

Response: No.

13. Provide copies of the Material Data Safety Sheets for any materials disposed of or shipped to or stored at the Chemetco Site.

Response:

Mintz Scrap from has no documents meeting the description contained in this Question.

14. Have you ever received a formal information Request [similar to this one] from local, state or federal government concerning the recycling of materials at other scrap yards? Provide a copy of the Request and your response.

Response:

Mintz Scrap Iron received an Information Request from U.S. EPA, Region 4 regarding the American Brass, Incorporated ("ABF) Site in Headland, Henry County, Alabama. A copy of the Information Request dated January 11, 2000, is attached as Tab 1. Mintz Scrap Iron has been unable to find a copy of its Response to the ABI Site Information Request.

Mintz Scrap Iron received an Information Request from U.S. EPA, Region 4 as to the Palmetto Recycling, Inc. ("Palmetto Recycling") Site in Columbia, Richland County, South Carolina. Mintz Scrap Iron likely received the Information Request in September or early October 2000. Mintz Scrap Iron has been unable to find a copy of the Information Request. A copy of an unsigned letter from Holcombe Bornar, P.A. to U.S. EPA, Region 4 is attached as Tab 2. Mintz Scrap Iron believes that the unsigned letter is a copy of its Response to the Palmetto Recycling Site Information Request.

Mintz Scrap Iron recalls the Martin Scrap Recycling ("MSR") Facility Site in Winston-Salem, Forsyth County, North Carolina. Mintz Scrap Iron has no documentation indicating that an Information Request was received concerning the MSR Site and whether a Response was provided to a local, state, or federal government.

15. Specify whether your company was ever the subject of legal action by any party, including the government, by virtue of your transportation of hazardous substances or other waste materials to the Site. If so, describe in detail and provide any records associated with such legal action.

Response: No.

16. Identify all liability insurance policies held by Respondent from the period you transported materials or other waste materials to the Site. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration date for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, non-sudden, or both types of accidents. Provide complete copies of all relevant insurance policies.

Response:

Century Indemnity/Resolute Management	GLP G0 2227010	12/27/81-12/27/82	\$300,000 \$100,000/ \$100,00
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	GLP G0 63720639	12/27/82-12/27/83	\$100,000/ \$100,000 \$50,000/ \$100,000
	GLP G0 4793249	12/27/8 4 -12. 27/8 5	\$100,000/ \$100,000
Fireman's Fund	271MXC80006558	2/27/85-12/27/86	\$500,000/ \$500,000
USF&G	1 CCC 26727	12/27/79-12/27/80	\$300,00 \$100,00/ \$100,00
	1 CCD 40864	12/27/80-12/27/81	\$300,00 \$100,00/ \$100,00

Copies of applicable liability insurance polices are attached as Tab 3.

17. List all USEPA, RCRA and State of Illinois Identification Number(s) of your company.

Response: Not applicable.

- 18. Identify all transactions or agreements for disposal in which your company disposed of, arranged for the disposal or treatment of, transported, or arranged for the transportation of any material or item, scrap materials, waste materials to the Site (including but not limited to drosses, slags, sludges, powders, or combustible materials). In addition:
 - (a) Identify whether the materials were sent pursuant to a contractual arrangement and, if so, describe the terms of that arrangement.
 - (b) Identify whether the materials were delivered directly to the Chemetco site or were trans-shipped there from another intermediate delivery point. If applicable, describe each such delivery point.

- (c) Identify the persons involved in sending such material to the Site.
- (d) State the dates on which each such persons may have transported or delivered for transport such material.
- (e) Describe the source of or the process that produced the materials.
- (f) Describe the materials or items, including type of material, chemical content, physical state, quantity by volume and weight, and other characteristics.
- (g) Describe the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all hazardous substances involved in each such arrangement.
- (h) State whether any of the material was ever tested by your company and if so, whether the hazardous substances exhibited any of the characteristics of a hazardous waste identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. 261, Subpart C.
- (i) Describe what was done to materials once they were brought to the Chemetco Site, including any further processing of the materials.
- (j) Describe as precisely as possible any and all of the locations at which each hazardous material involved in such transactions actually was disposed or treated.
- (k) Describe any measures taken by the Respondent prior to or during each arrangement to determine the compliance history of the Site where the treatment or disposal would actually take place.

Response:

(a) The arrangement between Mintz Scrap Iron and Chemetco, Inc. was one of seller and purchaser, respectively. Mintz Scrap Iron sold scrap metal described below to Chemetco, Inc. Likely, the contractual arrangement was in writing, but Mintz Scrap Iron has no specific recollection of this. Mintz Scrap Iron does not recall the terms of the sale to Chemetco, Inc.

- (b) Mintz Scrap Iron graded and packaged the scrap metal sold to Chemetco, Inc. Mintz Scrap Iron loaded the scrap metal into piggy-back trailers located at its scrap metal recycling facility in Spartanburg, South Carolina. The piggy-back trailers were transported to Norfolk Southern's piggy-back ramp in Una, South Carolina. From Una, the piggy-back trailers were hauled by rail by Norfolk Southern to its piggy-back ramp in East St. Louis, Illinois. From East St. Louis, the piggy-back trailers were delivered by common carrier to the Site.
 - (c) Garvin O'Neal Mintz, Jr.
 - (d) 1980 to 1984 or 1985 at the latest.
- (e) Mintz Scrap Iron was engaged in the business of scrap metal recycling. Mintz Scrap Iron purchased scrap metal from numerous sources in the early to mid-1980's just as it does today. Chemetro, Inc. was one of many customers of Mintz Scrap Iron during this time period.
- (f) Mintz Scrap Iron sold no. 2 copper wire and armatures containing copper to Chemetco, Inc. at the Site. By definition, no. 2 copper wire would have had a minimum copper content of 94% remelt recovery rate. By definition as "copper content" scrap metal, the armatures would have had a copper content of not less than 30% by weight. Mintz Scrap Iron has no recollection of the quantity by volume and weight of the scrap metal sold to the Site.
 - (g) Not applicable.
- (h) Mintz Scrap Metal had no reason to test the scrap metal sold to the Site for recycling. Therefore, Mintz Scrap Metal conducted no tests on such scrap metal.
- (i) As far as Mintz Scrap Metal knows, the scrap metal that Mintz Scrap Iron sold to the Site for recycling was recycled at the Site. The Site melted the scrap metal into copper anodes; sent the copper anodes to the tank house; electrolysed the copper anodes; produced copper cathodes as a finished product; and sold the copper cathodes. The Site's process was unique in that starter plates were titanium and reusable.
 - (j) See Response to Question No. 18(i) above.
- (k) Sometime in the late 1970's, Mintz Scrap Iron joined one or more trade associations to learn more about the scrap metal recycling business and to stay abreast of developments affecting the scrap metal recycling business. Mr. Mintz attended chapter meetings of the trade associations from 1979 until sometime in the late 1980's. Since the late 1980's, someone on behalf of Mintz Scrap Iron other than Mr. Mintz has attended chapter meetings of the trade associations.

During the 1980 to 1985 timeframe, Mintz Scrap Iron employed no more than 15 people. Prior to doing business with Chemetco, Inc. at the Site, Mintz Scrap Iron contacted other scrap metal brokers and sellers regarding the reputation of Chemetco, Inc. at the Site. Mintz Scrap Iron was interested in whether the Site "did things right." Mintz Scrap Iron was concerned whether the Site was a well-run operation and whether the Site was experiencing any environmental problems. Mintz Scrap Iron received no negative comments regarding Chemetco, Inc. and its facility in Hartford, lillnois. There was no objectively reasonable basis for Mintz Scrap Iron to believe that the Site was not in compliance with applicable local, state, and federal environmental laws.

Mr. Mintz attended a seminar in 1984 in St. Louis, Missouri. The purpose of the seminar was to educate attendees in identifying, packaging, and handling scrap metal for recycling. As part of the seminar, Mr. Mintz and others were taken on a tour of the Site. Tour guides touted the Site as a state-of-the-art copper refinery to Mr. Mintz and the other seminar attendees. Mintz Scrap Iron had no knowledge of the Site's non-compliance, if any, with applicable local, state, and federal environmental laws. Further, Mintz Scrap Iron had no reason to become concerned about the environmental compliance status of the Site.

- 19. Describe in general detail the types of material that your company arranged for the transportation of or transported for recycling at Chemetco. In your response, please provide answers to the following questions:
 - (a) Give the generic name of each type of materials shipped to Chemetco (e.g., scrap metal, batteries, scrap paper, scrap plastic, scrap textile (scrap material), scrap electronic equipment, etc.)
 - (b) Specify the quantity (volume and weight) of materials your company sent to Chemetco for recycling on a year by year basis.

Response:

- (a) The materials sold by Mintz Scrap Iron to Chemetco, Inc. at the Site were scrap metal. For a more detailed description of the scrap metal, see Response to Question 18(f) above.
 - (b) See Response to Question No. 18(f) above.
- 20. Provide any additional information and all documents that you believe relate to the type, nature and characteristics of the materials your company sent to the Chemetco Site.

Response: None.

Questions and Requests for Documents Related to Scrap Metal

- 21. For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:
 - (a) List the years in which your company sent scrap metal to Chemeteo and/or broker for recycling. In this list state the type and approximate quantity, volume and weight of scrap metal sent for each year.
 - (b) Did a market exist for the scrap metal listed in your response to 21 (a) above? If so, describe the nature of such a market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g., institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).
 - (c) What commercial specification grade did the scrap metal listed in your response to question 21(a) meet? Identify/list the commercial specification grades that each scrap metal identified in 21(a) met.
 - (d) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in your response to question 21(s)? Did this include burning as fuel, or for energy recovery, or incineration?
 - (e) After sale, transfer, dalivery, or disposal, what portion of the scrap metal listed in your response to question 21(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.
 - (f) Could the scrap metal listed in your response to question 21(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.
 - (g) Could any products from the scrap metal listed in your response to question 21(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.

- (h) Did your company melt the scrap metal listed in your response to question 21(a) before it was transported/delivered to the Site? If yes, describe the process used for melting the scrap metal. In addition, explain whether Chemetoo ever received for processing "dross" or "skimmings" or "sludges" at the Site.
- (i) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date?
- (j) Describe the source of or the process that produced the materials.

Response:

- (a) See Response to Question Nos. 18(d) and (f) above.
- (b) A market existed in 1980 to 1984 or 1985 for the scrap metal sold by Mintz Scrap Iron to Chemetco, Inc. just as it does today. Scrap metal sold by Mintz Scrap Iron to the Site Included no. 2 copper wire and armatures classified as "copper content." Classifications could have been by the Institute of Scrap Recycling Industries, Inc., the Department of Defense, and trade group standards.
 - (c) See Response to Question No. 18(f) above.
- (d) See Response to Question No. 18(i) above. There was no intent by Mintz Scrap Iron that the scrap metal sold to the Site be burned by the Site for fuel, or for energy recovery or incineration.
 - (a) Unknown. See Response to Question No. 18(i) above.
 - (f) Yes. See Response to Question No. 18(i) above.
 - (g) Yes. See Response to Question No. 18(i) above.
 - (h) No.
- (i) The transactions between Mintz Scrap Iron and Chemetco, Inc. were outright sales.
- (j) Mintz Scrap Iron is unclear as to what this Question is asking. The scrap metal sold by Mintz Scrap Iron to the Site was acquired from numerous sources in

the early to mid-1980's just as it is today. The Site process that produced copper cathodes is set out in Response to Question No. 18(I) above.

22. Did any of the scrap material sent to Chemetco contain other material(s) incident to or adhering to the scrap? If so, describe in detail.

Response:

The no. 2 copper wire sold by Mintz Scrap Iron to the Site was clean unalloyed copper wire. The no. 2 copper wire was free of hair wire, brittle burnt wire, and excessive oils.

23. Did any of the material sent to Chemetco contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at Chemetco, after being received at the Site, or was the wire not stripped?

Response:

See Response to Question No. 22 above. The no. 2 copper wire was free of insulation prior to being shipped to or accepted at the Site. Mintz Scrap Iron did not strip insulation from the no. 2 copper wire because there was no need to do so.

24. Did the material shipped include drums or shipping containers? If so, specify the generators of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.

Response:

See Response to Question No. 18(b) above. Occasionally Mintz Scrap Iron might have loaded scrap metal into drums which would have been shipped in piggy-back trailers as set out in Response to Question No. 18(b) above. The drums would have been 55-gallon open-top drums. The drums would have been either new drums or refurbished drums. Mintz Scrap Iron has no recollection of the drum suppliers other than perhaps Allen McKissick Company. While the drums were at the Mintz Scrap Iron facility in Spartanburg, South Carolina, the drums would not have been used to hold liquids of any type.

25. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap metal identified in your response to question 21(a).

Response:

See Response to Question Nos. 18(i) and (k) above.

26. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or local environmental regulations or standards, and any amendments, with respect to acrap metal?

Response:

See Response to Question Nos. 18(i) and (j) above.

27. Describe the efforts your company undertook with respect to the management and handling of the scrap metal listed in your response to question 21(a), including the extent to which you compiled with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

Response:

As to the efforts Mintz Scrap Iron undertook with respect to the management and handling of the scrap metal sold to Chemetco, Inc. at the Site, see Response to Question No. 18(b) above. Mintz Scrap Iron followed all applicable customary industry practices in its dealings with Chemetco, Inc. at the Site.

28. Provide all information in your possession that shows that your company was in compilance with applicable Federal, State, and local environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap metal listed in your response to question 21(a).

Response:

See Response to Question No. 10 above.

Questions and Requests for Documents Related to Batteries

- 29. For the following questions which relate to transactions involving batteries (lead-acid batteries, nickel-cadmium batteries, reject batteries, lithium, and other spent batteries), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:
 - (a) Provide an estimate of all shipments of whole batteries sent to the Site on an annual basis. In this list, provide an approximation of number of batteries, type of battery (e.g.,

- lead-acid, nickel-cadmium, lithium, reject, or other) and quantity sent.
- (b) What commercial specification grade did the batteries listed in your response to question 29(a) meet? Identify/list the commercial specification grades that each type of battery identified in question 29(a) met.
- (c) Did a market exist for the batteries listed in your response to question 29(a)? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g. institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defence, or wherever your company could find the grade published).
- (d) At the time of the transaction, what was the intended disposition of the batteries listed in your response to question 29(a)?
- (e) What portion of the batteries listed in your response to question 29(a) were to be made available for use as a feedstock for manufacturing new saleable products? Explain how the portion identified in this answer was derived or calculated.
- (f) Could the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.
- (g) Could any products to be made from the batteries listed in your response to question 29(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
- (h) Was the transaction between your company and Chemetco: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date.
- (i) What, if any, components of the whole batteries listed in your response to question 29(a) were removed before transport to the Site? Describe what was removed, and where such removal occurred. Include in your description any attempt to

remove any hazardous substances (e.g., battery paste/mud, battery acid) from the components.

- (j) Were the components of the whole batteries removed once delivered to the Chemetco Site? Describe the method used to recover the components. Include in your description any attempt to remove any hazardous substances (e.g. battery paste/mud, battery acid) from the components.
- (k) Describe the source of or the process that produced the materials.

Response:

- (a). None.
- (b). Not applicable.
- (c). Not applicable.
- (d). Not applicable.
- (e). Not applicable.
- (g). Not applicable.
- (h). Not applicable.
- (i). Not applicable.
- (j). Not applicable.
- (k). Not applicable.
- 30. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the batteries identified in your response to question 29(a).

Response: Not applicable.

31. What steps (e.g., Internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to batteries?

Response: Not applicable.

. .

32. Describe the efforts your company undertook with respect to the management and handling of the batteries listed in your response to question 29(a), including the extent to which you compiled with customary industry practices current at the time of the transaction, designed to minimize contamination of the Site and/or releases of hazardous substances at the Chemeton Site.

Response: Not applicable.

33. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of batteries listed in your response to question 29(a).

Response: Not applicable.

- 34. For the following questions which relate to transactions involving scrap paper, plastic, glass, textiles or rubber (scrap material), provide requested information, and also provide copies of any documents that contain any information that is related to the response:
 - (a) Provide an estimate of all shipments of scrap paper, plastic, glass, textile or rubber your company sent to Chemetco on an annual basis. In this list, include the type and an estimate of the quantity, volume and weight of scrap material sent to the Site each year.
 - (b) What commercial specification grade did the scrap material listed in your response to question 36(a) meet? List/Identify the commercial specification grades that each scrap material identified in 36(a) met.
 - (c) Did a market exist for scrap materials listed in your response to question 34(s) above? If so, describe the nature of such market at the time of the transaction (possible uses, possible consumers, etc.) and the source of that commercial specification grade (e.g. institute of Scrap Recycling industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).
 - (d) At the time of the transaction(s), what was the intended disposition of the scrap material listed in your response to question 34(a)? Did the intended disposition include burning as a fuel, or for energy recovery or incineration?

- (e) After sale, transfer, delivery, or disposal, what portion of the scrap material listed in your response to question 36(a) was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.
- (f) Could the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a virgin raw material? If so, provide details.
- (g) Could any products to be made from the scrap material listed in your response to question 34(a) have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
- (h) Describe the source of or the process that produced the materials.

Response:

- (a). None.
- (b). Not applicable.
- (c). Not applicable.
- (d). Not applicable
- (e). Not applicable.
- (f). Not applicable.
- (g). Not applicable.
- (h). Not applicable.
- 35. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the scrap material identified in your response to question 34(a).

Response: Not applicable.

36. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to scrap material?

. . .

Response: Not applicable.

37. Describe the efforts of your company undertook with respect to the management and handling of the scrap material listed in your response to question 34(a), including the extent to which you complied with customary industry practices current at the time of the transaction designed to minimize contamination of the Site and/or releases of hazardous substances at the Site.

Response: Not applicable.

38. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of scrap material listed in your response to question 34(a).

Response: Not applicable.

Questions and Requests for Documents Related to Electrical and Electronic Equipment

- 39. For the following questions which relate to transactions involving electrical and electronic equipment (e.g. transformers, capacitors, white goods, computers or other electrical equipment), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:
 - (a) List an estimated number of shipments of electrical and electronic equipment your company sent to Chemetco on an annual basis. In this list, include the following:
 - the type and quantity, volume and weight of electrical and electronic equipment sent;
 - II. the amount paid or collected in connection with the transaction for each category of electronic equipment and the method of payment.
 - (b) At the time of the transaction(s), what was the intended deposition of the electrical and electronic equipment listed in your response to question 39(a)? Did the intended disposition include burning as fuel or for energy recovery or inclneration?
 - (c) Describe the source of or the process that produced the materials.

, , , -

Response:

- (a). None.
- (b). Not applicable.
- (c). Not applicable.
- 40. Describe all efforts (i.e., site visits) taken by your company to determine what would be done with the electrical and electronic equipment identified in your response to question 39(a).

Response: Not applicable.

41. What steps (e.g., internal procedures, federal, state, and local compliance inquiries) were taken by your company to ensure that Chemetco was in compliance with applicable Federal, State, or Local environmental regulations or standards, and any amendments with respect to electrical and electronic equipment.

Response: Not applicable.

42. Describe the efforts your company undertook with respect to the management and handling of the electrical and electronic equipment listed in your response to question 39(a), including the extent to which your company compiled with customery industry practices current at the time of the transaction designed to minimize contamination of the Site and/or release of hazardous substances at the Site.

Response: Not applicable.

43. Provide all information in your possession that shows that you were in compliance with applicable Federal environmental regulations or standards regarding the storage, transport, management, or other activities associated with the recycling of the electrical and electronic equipment listed in your response to question 39(a).

Response: Not applicable.



UNITED STATES-ENVIRONMENTAL PROTECTION AGENCY RÉGION 4 ATLANTA FEDERAL CENTER 61 FORSYTH STREET ATLANTA, GEORGIA 30303-8960

JAN 1 1 2000

INFORMATION REQUEST LETTER
URGENT LEGAL MATTER - PROMPT REPLY REQUESTED
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Oneal Mintz, President
Mintz Scrap Iron & Metal Co., Inc.
395 Magness Drive
Spartanburg, South Carolina 29303

SUBJ: Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the American Brass, Incorporated (ABI) Superfund Site, Headland, Henry County, Alabama (the Site).

Dear Mr. Mintz:

The purpose of this letter is to request that you or your company respond to the enclosed Information Request. The United States Environmental Protection Agency (EPA) is currently investigating the release or threatened release of hazardous substances, pollutants or contaminants, or hazardous wastes on or about the above-referenced Site. This investigation requires inquiry into the identification, nature, and quantity of materials generated, treated, stored, or disposed of at, or transported to, the Site and the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from the Site. EPA also is seeking information relating to the ability of persons to pay for or to perform response actions at the Site.

The Site is a former chemical plant and secondary brass smelter/foundry facility located just west of Headland, Henry County, Alabama. As a result of the industrial processes at the Site, the Site became contaminated with elevated levels of several hazardous substances, including lead and other heavy metals. Beginning in 1996, EPA conducted emergency removal activities to mitigate the immediate threats to human health and the environment at the Site and is currently conducting a remedial investigation to determine the extent of any remaining contamination in the soils, sediments and groundwater.

Pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604, as amended, and Section 3007 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6927, the Industrial Development Board of Headland is hereby requested to respond to the Information Request set forth in Enclosure A hereto.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within thirty (30) days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended, and/or Section 3008 of RCRA. Each of these statutes permits EPA to seek the imposition of penalties of up to twenty-seven thousand, five hundred dollars (\$27,500) for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations to the Information Request may subject you the to criminal penalties under 18 U.S.C. § 1001 or Section 3008(d) of RCRA, 42 U.S.C. § 6928(d).

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

Your response to this Information Request should be mailed to:

Jeff S. Dehner
U.S. Environmental Protection Agency, Region 4
13th Floor
Sam Nunn Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303

Due to the seriousness of the problem at the Site and the legal ramifications of your failure to respond properly, EPA strongly encourages you to give this matter immediate attention and to respond to this Information Request within the time specified above. If you have any legal or technical questions relating to this Information Request, you may consult with EPA prior to the time specified above. Please direct legal questions to me at (404)562-9588. Technical questions should be directed to Annette Hill, Enforcement Project Manager, at (404) 562-8060.

Thank you for your cooperation in this matter.

Jeff S. Dehner

Associate Regional Counsel

Environmental Accountability Division

Enclosure

cc: Annette Hill, Waste Management Division

1

ENCLOSURE A

American Brass Site

FIRST INFORMATION REQUEST

Instructions

- 1. Please provide a separate narrative response to each and every Question and subpart of a Question set forth in this Information Request.
- 2. Precede each answer with the number of the Question to which it corresponds.
- 3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to EPA. Moreover, should you find, at any time after the submission of your response that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response.
- 4. For each document produced in response to this Information Request indicate on the document, or in some other reasonable manner, the number of the Question to which it responds.
- 5. The information requested herein must be provided even though the Respondent may contend that it includes possibly confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. Sections 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. Section 6927(b), and 40 C.F.R. Section 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary," or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means, of the procedures set forth in statutes and regulation set forth above. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

DEFINITIONS

The following definitions shall apply to the following words as they appear in this Enclosure A:

- 1. The term "you" or "Respondent" shall mean addressee and/or addressee's company and its officers, managers, employees, contractors, trustees, partners, successors, assigns, and agents.
- 2. The term "person" shall have the same definition as in Section 101(21) of CERCLA: an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.
- 3. The terms the "Site" or the "facility" shall mean and include the property on or about the Industrial Development Board of Headland/American Brass, Inc. ("ABI") property that is bounded by Alabama State Highway 134 to the north, Seaboard Coast Line railroad to the south, a dirt road and an unnamed tributary of Dunham Creek to the east, and by trees and farmland to the west, in Headland, Henry County, Alabama.
- 4. The term "hazardous substance" shall have the same definition as that contained in Section 101(14) of CERCLA and includes any mixtures of such pollutants and contaminants with any other substances. Petroleum products mixed with pollutants and contaminants are also included in this definition.
- 5. The term "hazardous waste" shall have the same definition as that contained in Section 1004(5) of RCRA.
- 6. The term "solid waste" shall have the same definition as that contained in Section 1004(27) of RCRA.
- 7. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site, including but not limited to, all hazardous substances, pollutants and contaminants, hazardous wastes and solid wastes, as defined above.
- 8. The term "hazardous material" shall mean all hazardous substances, pollutants or contaminants, and hazardous wastes, as defined above.
- 9. The term "non-hazardous material" shall mean all material as defined above, excluding hazardous substances, pollutants and contaminants, and hazardous waste.
- 10. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.

- 11. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.
- 12. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addresser, addressee and/or recipient, and the substance or the subject matter.
- 13. The term "release" has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
- 14. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreement and the like, disry, calendar, desk pad, scrapbook, notebook, builtetin, circular, form, pamphiet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intraoffice communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which is produces, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.
- 15. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
- 16. The term "arrangement" means every separate contract or other agreement between two or more persons.
- 17. The terms "transaction" or "transact" mean any sale, transfer, giving, delivery, change in ownership, or change in possession.
- 18. Words in the masculine shall be construed in the feminine, and vice versa, and words in the

singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.

- 19. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 C.F.R. Part 300, or 40 C.F.R. Parts 260-280, in which case the statutory or regulatory definitions shall apply.
- 20. The term "property interest" means any interest in property including but not limited to, any ownership interest, including an easement, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.
- 21. The term "asset" shall include the following: real estate, buildings or other improvements of real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations and unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.

OUESTIONS

- 1. Identify the person(s) answering these Questions on behalf of Respondent.
- 2. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.
- 3. For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question and provide true and accurate copies of all such documents.
- 4. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.
- 5. For each and every Question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then identify the persons from whom such information or documents may be obtained.
- 6. Identify all persons, including you, or your employees or agents who may have given, sold, transferred, or delivered any material or item, including any metals, metal products, ores, oxides, slag, sand, skims, dross, grindings, chips, turnings, powder, lead, zinc, cadmium, iron, copper, boron, manganese, molybdenum, film waste, pesticides, etc. to the Site. In addition:
- a. State the dates on which each such person may have given, sold, transferred, or delivered such material
- b. Describe the materials or items that may have been given, sold, transferred, or delivered, including type of material, chemical content, physical state, quantity by volume and weight, and other characteristics.
- c. For transactions involving metals, please provide an answer together with all supporting documentation:
 - i. Did you send scrap metal to the Facility?
 - ii. What commercial specification grade did the scrap metal meet?
 - iii. Did a market exist for the scrap metal?
 - iv. After disposal or recycling, what portion of the scrap metal was to be made available for use as a feedstock for manufacturing new saleable products?

- v. Could the scrap metal have been used as a replacement or substitute for a virgin raw material, or any products to be made from the scrap metal been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material?
- vi. Did you melt the scrap metal prior to its transport to the Facility?
- vii. at the time of the transaction:
 - (a). What was your basis to believe that the scrap metal would be recycled?
 - (b). Did you have any knowledge of whether or not the Facility was not in compliance with a substantive provision of any Federal, State, or local environmental law or regulation, or compliance order or decree issued pursuant thereto, applicable to the handling, processing, reclamation, or other management activities associated with the scrap metal.
- d. Describe the nature, including the chemical content, characteristics, physical state (e.g., solid, liquid) and quantity (volume and weight) of all <u>hazardous substances</u> involved in each such arrangement.
- e. State whether any of the hazardous substances identified in subpart c. above exhibit any of the characteristics of a hazardous waste identified in 40 C.F.R. Section 261, Subpart C.
 - f. Describe the intended purpose of each sale, transfer, or delivery of materials.
- g. Describe the source of or process that produced the materials that may have been sold, transferred, or delivered.
- h. Identify who selected the Site as the location at which materials were to be disposed or treated.
- i. Describe all efforts taken by such persons to determine what would actually be done with the materials that may have been sold, transferred, or delivered after such materials had been sold, transferred, or delivered to the Site.
- j. State the amount paid in connection with each such arrangement, the method of payment, and the identity of the persons involved in each arrangement.
- k. Describe where the persons identified in subparts h. and i. of this Question intended to have the hazardous materials involved in each arrangement treated or disposed and all documents or other information (written or oral) evidencing their intent.

- 1. Describe what was done to the materials once they were brought to the Site.
- 7. Identify all individuals who currently have and those who have had responsibility for Respondent's environmental matters (e.g. responsibility for the disposal, treatment, storage, recycling, or sale of Respondent's wastes). Also provide each individual's job title, duties, dates performing those duties, supervisors for those duties, current position or the date of the individuals resignation, and the nature of the information possessed by such individuals concerning Respondent's waste management.
- 8. Provide the correct name and addressess of your plants and other buildings or structures where . Respondent carried out its operations.
- 9. List the EPA RCRA Identification Numbers of Respondent, if any, and identify the corresponding units, facilities or vessels assigned these numbers.
- 10. List all federal, state and local permits and/or registrations issued to you or your company for the transport and/or disposal of materials.
- 11. List all federal and state environmental laws and regulations under which Respondent has reported to federal or state governments, including but not limited to: Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., (TSCA); Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 1101 et seq., (EPCRA); and the Clean Water Act (the Water Pollution Prevention and Control Act), 33 U.S.C. Sections 1251 et seq.
 - 12. Identify the federal and state offices to which such information was sent.



Evaluating the Consuming Facility's Compliance Record (First 90 Days' Requirement)

Executive Summary:

On Nov. 29, 1999, President Clinton signed into law the Superfund Recycling Equity Act.

This law clarifies Superfund to state that recycling is not disposal, and shipping for recycling is not arranging for disposal. As a result, recyclers may longer be held responsible for cleaning up a contaminated site when the site's owner or operator caused the contamination. This necessary clarification removes an impediment to reaching America's recycling goals while saving many recycling businesses.

However, to be afforded liability relief for transactions occurring in the first 90 days after passage, a recycler cannot send material to a facility that it had an objectively reasonable basis to believe was not in substantive compliance with environmental laws and regulations. This provision is effective immediately.

After 90 days (February 27, 2000) the responsibility for determining the compliance status of the consuming facility increases.

This guidance only addresses the requirements for the first 90 days after ensement. The next series of February.

Requirements:

To be afforded liability relief for transactions occurring between 11/29/99 and 2/27/00, recyclers cannot send their materials to a consuming facility that is not complying with substantive provisions of any Federal. State, or local environmental law or regulation or compliance order, etc.

While there is no expectation that a recycler who arranges for recycling during this time period would carry out any type of record search or make extensive inquires of federal seencie, if the government or another private party can prove that the recycler knew the material was going to a 'bad actor'. these parties could sue the recycler if in the future the consuming facility become a federal superfund site. For example, if the compliance status of a consuming facility is widely known (i..e. due to press releases, coverage in trade journals and magazines, etc.) it would be difficult for a recycler to prove it did not know about the compliance status of the consuming facility.

The next page discusses the relevant terms and provides recommendations on how a recyclerican demonstrate. compliance; with this complement. This guidance is provided for informational purposes only and design to constitute documents will address the reasonable legal advice. Accordingly members: care provisions that are triggered in with question regarding any aspect of ificat rules should contact their legal counsel_

Legislative Language

The law states that a recycler shall not be afforded relief from liability if the person had an 'objectively reasonable basis to believe' at the time of the recycling transaction, that the consuming facility was not in compliance with a 'substantive (not procedural or administrative) provision' of any Federal, State, or local er vironmental law or regulation, or compliance order or decree issued pursuant thereto, applicable to the handling, processing, reclamation, or other management activities associated with the recyclable material. §127(c)(5) [this applies to transactions occurring 90 after the date of enactment which is 2/27/00; after that time, the due diligence requirements increase.]

The law defines 'substantive provision' to include a requirement to obtain a permit applicable to the handling, processing, or other management activities associated with recyclable material. This includes stormwater permits, air permits, reporting requirements such as TRI, and hazardous waste rules. The clause 'procedural or administrative' is included to protect one who arranges for recycling from losing the the protection afforded by the new law due to a record keeping error, missed deadline or similar infraction by the consuming facility which is out of control of the person arranging for recycling.

For the purposes of this requirement, an 'objectively reasonable belief' shall be determined using criteria that include (but are not limited to) the size of the person's business, customary industry practices, the price paid in the recycling transaction, and the ability of the person to detect the nature of the consuming facility's operation concerning its handling, processing and other management activities associated with the recyclable material.

Demonstrating Compliance

In order to ensure that transactions conducted during the first 90 days after enactment are protected from future liability, the facility must begin documenting its actions to evaluate the consuming facility's environmental compliance status. One recommended course of action is to contact the consuming facility in writing and/or in person.

Recyclers may want to consider sending their consumers a letter requesting information or a statement of compliance regarding "compliance with *substantive* (not procedural or administrative) *provision* of any Federal, State, or local environmental law or regulation, or compliance order or decree issued pursuant

thereto, applicable to the handling, processing, reclamation, or other management activities associated with the recyclable material. §127(c)(5). Keeping these information requests or statements on file will be essential to proving the recycler met the standard. In addition, the recycler may want to keep any press releases or trade articles discussing the compliance record or environmental performance of the consuming facility. This provision is in preparation for the 'post 90' day' requirement. At that time, the recycler will have to document and contact the relevant Federal, State and local agencies and perform greater due diligence in order to evaluate the consuming facility's compliance record. ISRI will be developing a model certification form that the recycler can send to the consuming facility to assist in this endeavor.

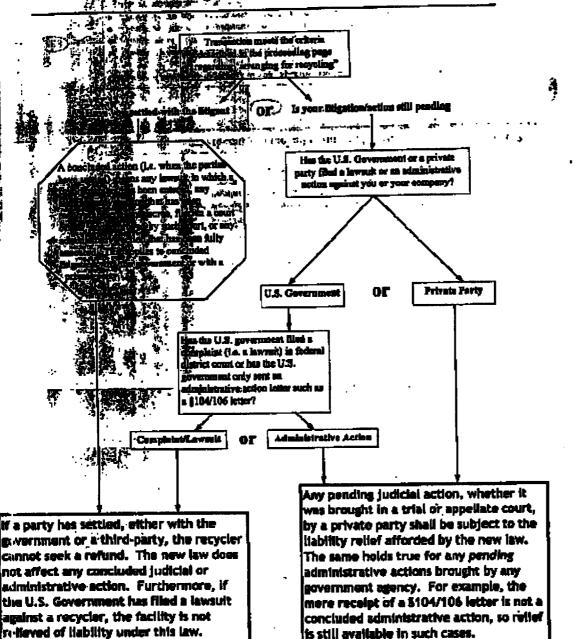
For more information, please contact
Tracy Mattson
Director of Environmental Compliance
ISRI

1325 G Street, NW Washington, DC 20005

Tel: (202) 662-8533 Fax: (202) 626-0933 email: tracymalls un@sri.or

Also, additional information in additional correction of the new law and legislative in the download edition and legislative in the download edition and the download editi

and Settled Litigation



Appyclina distries, inc.

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December 1999

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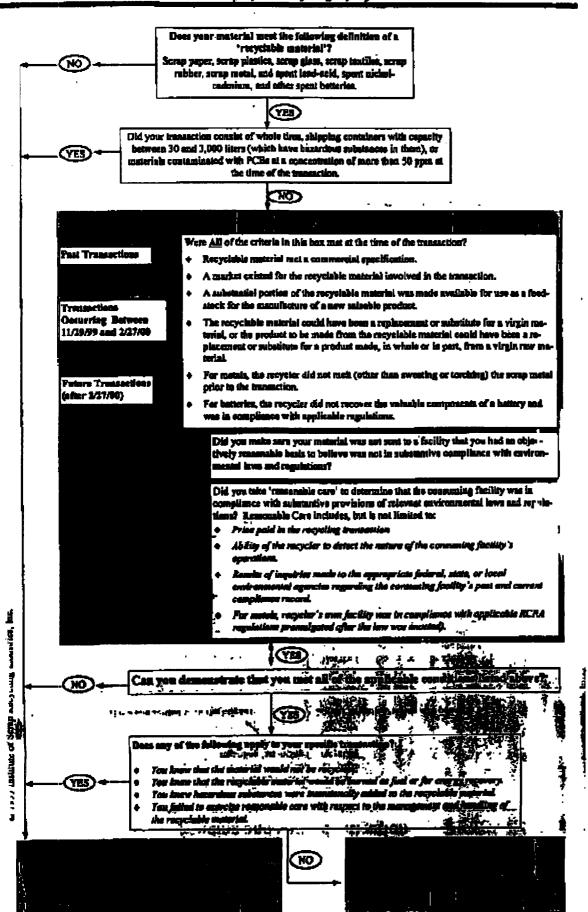
DETERMINING APPLICABILITY OF

SUPERFUND RELIEF

(see inside).

DETERMINING APPLICABILITY OF SUPERFUND RELIEF

Use the following decision tree to determine if your transaction is covered under the new Superfund Recycling-Equity Act.



3

Holcombe Bomar, PA.

100 Ounbar Street, Suite 200 Spartanburg, SC 29306 P.O. Box 1897 Spartanburg, SC 29304

E-Mail Address:

niwhite@hbeb.com

phone (864) 594-5300 fax (864) 585-3844

www.hoicombebonnar.com

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October 10, 2000

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William U. Gunn Kogar M. Bradfard Perry D. Bosiller William B. Darwit, Jr. Robert M. Berrett James H. Allohio, Jr.* Clinger D. Geferth Whiter M. White A. Todd Clarvith Stacey Campbell Davis J. Hoyes Wolsh

* - also admitted in AC

Neville Holoumhe, 1902-1983 Horaca L. Berrur, 1912-1994 Roburt L. Wynn, III, Retired

Sender's Direct Line: 864-594-5309

VIA FACSIMILE - (404-562-8842) and Certified Mail-Return Receipt Requested

Ms. Carolyn McCail, Environmental Protection Specialist United States Environmental Protection Agency, Region 4 CERCLA Program Services Branch Atlanta Federal Center 61 Forsyth Street Atlanta, GA 30303-8960

RE: Request for Information Pursuant to Section 104 of CERCLA and Section 3007 of RCRA for the Palmetto Recycling Superfund Site (the Site) located in Columbia, Richland County, South Carolina; Mintz Scrap Iron & Metal Co., Inc.

Dear Mr. McCall:

Our firm serves as corporate counsel for Mintz Scrap Iron & Metal and this letter is intended to respond to the United States Environmental Protection Agency's referenced Request for Information.

O'Neal Mintz, President of Mintz Scrap Iron & Metal, has no recollection of ever dealing with Palmetto Recycling, Inc., nor does the company have any records indicating that any such relationship existed. Although the instructions to the Information Request provide that we should prepare asceparate narrative response to each and every question and subpart of a question, I do not think it would be appropriate to respond in that manner at this time.

I was told by you today that you will provide me with any documents which purportedly establish a business relationship between Mintz Scrap Iron & Metal and Palmetto Recycling, Inc. during the years 1979 to 1983, as soon as you have reviewed the records. As stated above, at this time we have no information to provide regarding Palmetto Recycling, Inc. because we do not believe Mintz Scrap Iron & Metal transported goods or materials to the Site, but if your records indicate differently. I would certainly like to have a copy of those records to review with the company.

Ms. Carolyn McCall, Environmental Protection Specialist October 10, 2000 Page Two

If this letter is not a sufficient response to your Request for Information, please let me know and I will attempt to answer each of your questions individually, although I believe all of the answers will either be "none" or "not applicable".

Thank you for your consideration of this matter and please give me a call if you would like to discuss this matter further.

This letter is written under a full reservation of rights as to all matters and things addressed herein.

Sincerely,

Walter M. White

WMW/rsm

cc: Mr. O'Neal Mintz

Holcombe Bomar, PA.

100 Dunbar Street, Suite 200 Spartanburg, SC 29306 P.O. Box 1897 Spartanburg, SC 29304 phone (864) 594-5300 fax (864) 585-3844

www.helcombebomar.com

Robert M. Barrett
James H. Mitchle, Jr.*
Ginger D. Gotorth
Wijdor M. White
A. Todd Carwin

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E-Mail Address: mwhite@hbgb.com

Sender's Direct Dial: (864) 594-5309

George Cummings, Claims Specialist ACE USA Environmental Coverage Group Routing TL-16A 1601 Chestnut Street Philadelphia, PA 19103

Re:

Policyholder: Mintz Scrap Iron & Metal Co., Inc. (Mintz)

November 8, 2000

Site:

Palmetto Recycling Superfund Site, Richland County, SC

Dear Mr. Cummings:

Thank you for your letter dated November 2, 2000 regarding the referenced matter. Please find enclosed a copy of my October 10, 2000 letter to Carolyn McCall of the United States Environmental Protection Agency.

As you can see from this letter, O'Neal Mintz, President of Mintz Scrap Iron & Metal, has no recollection of delivering batteries or any other materials to the Palmetto Recycling site. Furthermore, I have asked Ms. McCall, both in the enclosed letter and in two telephone conversations, to provide me with any documents in her possession linking Mintz Scrap Iron & Metal to this site. To date she has provided no such documents.

George Cummings, Claims Specialist November 8, 2000 Page Two

I will provide you with copies of any additional documents which come into my possession relating to this claim as soon as I receive them, and in the meantime, if you have any questions or concerns, please feel free to give me a call.

Sincerely,

Walter M. White

WMW/rsm

Enclosure

cc: O'Neal Mintz, President (without enclosures)

Holcombe Bomar, P.A.

100 Dunbar Street, Suite 200 Spartanburg, SC 29306 P.O. Box 1897 Spartanburg, SC 29304 phone (864) 594-5300 tax (864) 565-3644 www.hol.combebomar.com

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Sender's Direct Dial: (864) 594-5389

April 10, 2001

E-Mail Address: mwhite@ibgb.com

Ms. Susan M. Euteneuer
Environmental Claim Specialist
The St. Paul
5801 Smith Avenue
Baltimore, MD 21209-3693

RE: Mintz Scrap Iron and Metal

Palmetto Recycling Superfund Site - Columbia, Richland County, SC

Your File No.: UC00007165 19C001

Our File No.: 6309

Dear Ms. Euteneuer:

I am in receipt of and thank you for your letter dated April 3, 2001 regarding the referenced Superfund Site. On October 10, 2000, I responded to the EPA's request for information, and since that date, have received absolutely no response.

If and when I do hear something, I will let you know immediately. Thank you for your consideration in this matter.

Sincerely.

Walter M. White

WMW/bci

cc: Mr. O'Neal Mintz

Cardwell, Ron

From: Sent: Mac White [mwhite@holcombebomar.com] Wednesday, March 26, 2008 9:30 AM

To:

Cardwell, Ron

Subject:

Mintz



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Walter M. White Holcombe Bornar, P.A. P.O. Drawer 1897 Spartanburg, SC 29304 (864) 594-5309 fax: (884) 565-3844

e-mail: mwhite@holcombebomar.com

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ENSURANCE COMPANY OF NORTH AMERICA

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GECLARATIONS - GLASSAL LIABILITY POLICY

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COPIES OF THIS DOCUMENT HAVE BEEN SENT TO:

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INSURANCE COMPANY OF NORTH AMERICA

POLICY IDENTIFICATION

GLP GG 50 52 43 9

CLARATIONS - GENERAL LIABILITY FULICY

AED INSURED

INTE SCRAP IRON & METAL CO., INC

36 MAGNESS DRIVE

HAFT AN BURG

SC 29303

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RMEE INSURED IS: CORPORATION COUPATION CONTROLS MATERIALS

LLICY PERIOD: FROM 12/27/83 TO 12/27/84 12:01 A.M., STANDARD TIME .
AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PREKIUK PAYKERT CCKGITIONS

JEIT PERIOD: ANNUAL

SVANCE PREMIUM (TOTAL)

\$1.661

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CCVERAGES AND LIMITS OF LIABILITY

THE LABORANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND OVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE COMPANY'S LIABILITY SAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIM, SUBJECT TO ALL OF THE TRAS OF THE POLICY HAVING REFERENCE THERETO.

CEVERAGE PARTS

LIMITS OF LIABILITY

PODILY INJURY

PROPERTY DAMAGE

IMPREHENSIVE GENERAL LIABILITY INSURANCE

each Gecurrence

\$1004.500

AGGREGATE

EACH OCCURRENCE

\$56,000

AGGREEATE

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AEILITY Insurance AGGREGATE

\$100.60G

REPISES MECICAL PRYMENTS

INSURANCE

EACH PERSON

EACH ACCIGENT

\$500

\$10,000

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

COVERAGE PART

1. SOVERAGE A BOOMY BRAUEY LIABILITY COVERAGE B PAGFERTY DAMAGE LILBILITY

The Company will pay on betaif of the insured all soms which the Insured the'l protone regang to igetet to bee as demages because of

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of which mit maurence hooses, busies by an documente and the Campany And the Control of th The plant of the Company bhall not be striggted to pay any claim to quote ment of to delegate the Company bhall not be striggted to pay any claim to quote ment of to delegat any seriality the applicable limit of the Company's liability. has been exhausted by payment of judgments or settlements.

This insurance does not apply:

- (a) to legislity assumed by the legured under any contract or agreement except as incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the Marned Insured's products or a warranty of the contract of ranty that work performed by or on behalf of the Manual Insured will be done in a worldtraffing manner.
- this to bedily injury or property damage arising out of the pomership, meintenance, operation, use, loading or unloading of
 - It is any aptemobile or aircraft exceed or operated by or rented or locaed to any insured or
 - the way other automobile or electals operated by any person in the courte ei nis empligment by any insured:

but this enclusion does not apply to the parking of an automobile on premises camed by created to or controlled by the Named Instrude or the ways immediately applicating. If such automobile is not named by or rented or leaned to any insureds

- (c) to being mining or presently demage arising out of (1) the ownership, manifestance, everation, sac, bedong or unloading of any mobile equipment while being valed in any presentanced or organized racing, speed of demandiates context or in any stunding activity or in practice or preparation for any such context or activity or (2) the operation or use of any superiodoid or trader designed for use (becomits).
- id to bod in impate or problety Comage entiting out of and in the course of inerthematics and include equipment by an automobile somed or content to any testing of inerted or located to any testing.
- 6 to one y musty or property destage ensing sat of the eweership, maintenance cherefor, use, families or unitading of
- I are waterprate passed on appealed by or content on thange to any lasers, or . ميمدري.
- 12: any titles welevered operated by any person in the course of his this most by any insurable as
- CLI INS BICUSTS does not apply to wetercraft while exhans on premises owned by remise to or controlled by the Mained Inspired.
- It madely injury at property decrage assing out of the discharge dispersal, takes or escape of smake, vepors, seet, fames, acids, alkelis, toxic concinculs, fegrus or gazes, waste materials or other inflacts, contaminates or politicants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such distingly, dispersal, release or escape is sudden and accidental;
- 'si to bedily injury or properly damage due to war, whether or not declared, civil war, insurrection, rabellion or revolution or in any agt or condition incident to any all the loregoing, with respect to
 - (1) liability asymmed by the luxured nades as incidental cactures, or
 - (2) expenses for first aid under the Supplementary Payments provisions
- it) to brooky injury or property damage for which the insured or his industniten mer be held hable
 - ** as a derson or organization engaged in the fundament of managements of derivoluting, making or nearling discharic benerages, or

- (2) if not so engaged, at an owner or leason of premises used for such Outboses.
- if such liability is imposed
- ill by, or necouse of the violation of, any statute, ordinance or regulation performing to the sele, gift, distribution or use of any electrolic DAVELED EL OF
- (Lé by reacon of the selling, serving or groing of any elocholic beverage to 1 minutes in a decision order the influence of elocated or worth a person of the training of a servine or a servine of an elocated or worth

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 this includes the control of the process of the control of the co

- (i) To any obligation for which the insured or any cortest at the insurer may be field imple under any workness's companistion, unemployment com-putation or disability benefits law, or under any similar law.
- (i) to bodily injury to any employee of the insured arising out of and in the to under an incidental contract;

 Insured and one to apply to any other than the property of the insured of the insured and one of the insured and insured and
- Cil to properly demoge to
 - (i) property gweed or accupied by as sented to the Insulad.
 - (2) properly used by the lesured, or
 - (3) properly in the case, custody or control of the insured or as to which . She insured is for any purpose exercising physical control:

but parts (2) and (3) of this exclusion do not apply with respect to hability under a written sideriash agreement and part (3) of this exclusion does not apply with respect to properly damage tother than in identical arising out of the use of an elevator at premises owned by, rented to or controlled by the Hamed Insured:

- ill le properly damage to premises allegated by the Marited Insured arraing out of such premises of any part increof;
- tent to lose at this of lengthic property which has not been physically injured or described resulting from
 - (1) a delay in or lack of performance by or an behalf of the Massel Insured of any contract or agreement, or
- · {2] the failure of the Named Insured's products or work performed by an on behalf at the Named Insured to meet the terret of periodicine.

 pushing timess or durability varianted or represented by the Kamed insurer:

but this exclusion does not apply by loss of use of other rangible property resulting from the sudden and accidental physical injury to it declination of the Named insured's products or work performed by or on achief of the transity of surface to the significant three an instruction and or each for the former libraries of the samp between the press and or the samp between the press and or the samp between the same period of the samp between the same period of the same period

- (a) to property damage to work performed by or on behalf of the Named insured assisting out of the work or any portion thereof, or out of materials, perto or equipment formished in connection therewolfs;
- ipl to demages claimed for the wilhdrawal, inspection, repair, replacement, or fass of the use of the Named Insurad's products of work completed by of for the Named Insured of DI any property of which such products of work form a part, if such products, work or property are withdrawn from the morket or from use because of any known or suspected defect or deficiency therein:
- (c) In property damage included within:
 - (1) the evolution hazard-in connection with operations identities in this policy by a classification code number which includes the symbol ""."
 - (2) the cullapse luxury in connection with operations identified in this policy by a classification code number which includes the symbol "c".
 - (3) the underground property desirge hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

Lover



PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

I. COVERAGE E-PREMISES MEDICAL PAYMENTS

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable-medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of let a condition in the insured premises or the aperations with respect to which she Rancel Insured is afforded coverage for bodily injury liability under this solicy.

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- The arrising that on the interest was a security stands in great interest in the country of unique of
 - (i) any automobile or arrorast owned or operated by or ranted or formed to any insured, or
 - (ii) any other automobile or aircraft operated by any porson in the course of his employment by any insured;
 - but this exclusion does not apply to the parking of an automobile on the insured premises, it such automobile is not owned by or runned or loaned to any intered,
- (2) arising out of (i) the ewnership, maintenance, operation, use, leading or unloading of any mobile equipment white being used in any preservanted or organized racing, speed or demolition context or is any stunting activity or in practice or preparation for any such context or activity or life the speration or use of any snowmobile or trailer deligned for use therewith;
- (3) Fising cut of the ownership, maintenance, operation, use, loading or unleading of
 - (i) any watercraft owned or operated by or rented or braned to may insured, or
 - (ii) any other watercraft operated by any person in the course of als employment by any insured;
 - but this exclusion does not apply to replace aff while ashow on the leaned premites; or
- (4) stisting not of and in the course of the transportation of mobile equipment, by an automobile annual or operated by an rented or loaned to any insured;

tal to bedity injury

- (1) excluded within the completed operations hezzed or the products hazard:
- (2) Mising out of operations performed for the Named Inserted by independent contractors other than (8) maintenance and tapak of the interest premises or 60 structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- inclusions changing see size of moving trainings of other structures; its resulting from the selling, serving or giving of any alcoholic beverage. It is violation of any statute, ordinance of regulation, till to a minor, will to a person under the influence of alcohol or livi which causes or contributes to the interiorities of any person. If the Named Incurred is a person or organization engaged in the business of manufacturities, distributing, selling or serving alcoholic beverages or, if not so suggested, is an owner or testor of premises used for such purposes but only part (if of this exclusion (b) (3) applies when the trained insured is such as aware at leasting.
- ed due to wer, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing:

ici le bedily injury

(1) to the Named Insured, any partner therein, any beamst or other person regularly residing on the insured premises or any employee of any of the foregoing if the bedily injury arises out of any in the course of his employment therewith:

- (2) to any other teroni if the bodily injury occurs on that part of the internal premises rented from the flamed insured or to any amployee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant:
- (3) to any person while engaged in maintenance and repair of the foreign premises or alleration, demolition of new construction of sean premises.
- If is any series if any perefector for such body, $\kappa_{\rm c}$, $\kappa_{\rm c}$, $\kappa_{\rm c}$, and any series of set of the series of th
- is to any part of the content of country or content of the country of the policy with respect to meaning in antered the sport activities in the policy with respect to meanistic Medical Payments Coverage:
- (d) to any medical expense for services by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services.

H. LIMITS OF LUBILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the Company's liability for all medical expense (or bodily injury to any one person as the result of any one accident but subject to the above provision respecting "each person," the total liability of the Company under Premises Medical Physicals Coverage for all medical expense for bodily injury to two or more persons as the result of each one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident."

When mure than one medical payments coverage afforced by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of liability.

AL ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured promises" means all promises owned by or rented to the Named Insured with respect to which the Hamed layourd is afforced coverage for bodily injury listsifity under this policy, and actudes the ways immediately adjoining as land;

"medical expense" masses expenses for recessary condical, surgical, 2-ray and dental services, including practically devices, and nocessary ambulance, inospital, professional rursing and funeral services.

IV. POLICY PERIOD: TERRITORT

This insurance applies only to accidents which victor during the policy period within the United States at America, its territories or possections, or Canada.

Y. ADDIFIGHAL CONDITION

Medical Reports; Prent and Exymett of Claim

As soon as practicable the injured person or sentance on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute quibarization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians at lected by the Company when and as often as the Company may pay the injured person of any person or organization randering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or except hereunder, of the Company.



PERSONAL INJURY LIABILITY INSURANCE COVERAGE PART

SCHEDULE

The insurance afforded is only with respect to personal injury arising out of an offense included within whichever of the following groups of offenses as are indicated in the declarations as covered by this policy:

GROUPS OF OFFENSES

A. False Arrest, Detection or Imprisonment, or Malicious Prosecution

D. 42 of Glander Befor etfor er Vin arfon of Right of Britanie

I. COYERAGE P-- PERSONAL INJURY LIABILITY

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury therein colled "parabolal injury" sustained by any person of organization and arising out of one or more of the following offenses committed in the conduct of the Named Insured's business:

- Group A. lates arrest, detention or imprisonment, or mulicious prose-
- Group B—the publication of utterance of a fibel of stander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcating or injectability activities conducted by or on behalf of the Aurord Instruct.

if such offerse is committed during the policy period within the United States of America, its territories or possessions, or Canada, and the Company shall have the right and duty to defend any suit against the launced seeking dampers or account of such personal injury even if any of the allegations of the suit are groundless, take as inaugulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been cahasated by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to Hability assumed by the besured under any contract or agreement.
- Of to personal impry origing out of the wilded violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured;
- (c) to personal injury sustained by any person as a result of an officeae directly or indirectly related to the employment of such person by the Named Insured;
- (d) to personal injury arising out of any publication or utterance described in -Group 8, it the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance;

(e) to personal injury arising out of a publication or utterance described in Group B, concerning any organization or business enterprise, or its products or services, made by or at the direction of any insured with insurudge of the faisity thereof.

H. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the Named Insured is designated in the declarations as an individual, the person so designated and his spouse;
- Oil if the Named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or number thereof but only with respect to his liability as such
- (c) if the Normal Insured is designated in the declarations as other than an ingletizat, partnership or joint venture, the organization so designated and any executive officer, director or stackholder thereof while acting within the scope of his duties as such.

This insurance does not apply to personal injury mixing out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.

III. LIMITS OF LIABILITY, INSURED'S PARTICIPATION

Regardless of the number of (1) insureds under this policy, (2) persons at organizations who surtain personal injury, or (3) claims made or suits brought on account of personal injury, the total hability of the Company's liability under this coverage for all demages shall not exceed the limit of personal injury liability stated in the declarations or "aggregate".

If a participation percentage is stated in the declarations for the insured, the Company shall not be liable for a granter proportion of any loss than the difference between such percentage and one hundred percent and the balance of the loss shall be heread by the insured; provided, the Company pay the insured's parties of a loss to effect settlement of the loss, and, upon notification of the action taken, the farmed insured shall promptly releasely as the Company thereins.

IV. ADDITICIKAL DEFINITION

When used in reference to this insurance:

"damages" means only those damages which are payable because of personal injury arising out of an offense to which this insurance applies.



GL 21 04 (Ed 07 66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only whee this undersement is issued subsequent to preparation of policy.)

Endorsament effective Policy No. Endorsement No.
Named insured

Countersigned by (Authorized Representative)

This endorgament modifies such insurance as is afforded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE SMP LIABILITY INSURANCE

EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such incurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or preparty damage included within the Completed Operations. Hazard or the Products Hazard.

GL 01 04 (Ed. 07 65)



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The initioning information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No.

Endorsement No.

Patricy No.

Countersigned by

/Authorized Fabricsemation.

This endorsement modules such insurance as is allorded by the provisions of the pelicy relating to the icalo ming

COMPREHENSIVE GENERAL LIABILITY INSURANCE
ORUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AMD TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION-SOUTH CAROLINA

It is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or girling of any atcoholic beverage (a) to a person under the efficience of alcohol or (b) which courses or contributes to the intericution of any presson, is detected.



GL 00 19 07 78

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unique otherwise stated learnin.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)
Endorsement Effective

Pulicy No.

Endorsement Mo.

Ramed Insured

Couptersigned by	(Authorized Representative)	_

This unconstruct medians such insurance as is afforded by the entrisons of the policy letting to the coloring

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

it is agreed that the talkowing delimition is added:

"feating or unloading", with respect to an automobile, making the handling of property after 16 is moved from the place where it is accepted for movement into or onle as automobile or while it is no or an an automobile or while it is bring moved from an automobile to the place where it is fingly delivered, but "leading or unloading" does not neclear the movement of property by means of a prochamical sisting (other than a figure track) not attached to the automobile.



BROAD FORM PROPERTY DAMAGE ENDORSEMENT (Excluding Completed Operations)

Normad Consumed	
Effective	Policy Number
Issued By (Neme of Insurance Company)	
The shows in a sized as the constraint with when the	

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COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (?) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

- (1) to property gazned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
- (2) except with respect to liability under a writtee sinistrack agreement or the use of elevators to
 - (a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,
 - (b) tools or equipment while being used by the insured in performing his operations,
 - (c) property in the custody of the Insured which is to be installed, precise or used in construction by the Insured.
 - (d) that particular part of any property, not on premises owned by or ranted to the Insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property demage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty work-manship shereon by or on behalf of the insured;
- (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured erising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'd. on Atherse)

IL PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- fal if the Kamed fasured is designated in the declarations as an indivisue; the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of such a business;
- (b) it the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his lightliff as such;
- (c) it the Abraga Insured is prograted in the declarations as other than an individual, partnership or post venture, the organization so designated and any procuring officer. Oracles or stackholder thereof while acting within the come of the output of its such.

The second secon

- Add 1890est to the coerestant for the purposes of lecomotion when a public highway, of module equipment registered under any motor retails registration law.
 - (i) an employee of the Ramed Insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the Named leaved any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess bests, to such person or organization.

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) preparty damage to property awned by, rented to, in charge of or occupied by the Named Insurad or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named insured.

M. LIMITS OF LIABILITY

Regardless of the number of (ii) insureds under this policy, (2) persons or arganizations who sustain bodily injury of property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's leability is limited as follows:

Coverage A.—The local liability of the Company for all damages, including damages for care and local of services; because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "such occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the Company for all domages because of (1) all bodily rejury included within the completed operations assess and (2) all bodily injury included within the products hazard shall not exceed the limit of codily injury liability stated in the declarations as "aggregate".

Coverage 5.—The total liability of the Company for all damages because of all property damages sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the land of property famage had by stated to the designations as applicable to "each occurrence".

Subject to the above provision respecting "early bodustence", the total above to the domestic of all security demons to the control of all security demons to the control of the control o

- it at property damage arising out of premises at therations rated or a remineration bess or contractor's equipment rated on a rectifict basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in suspensagraph (2) below:
- (2) all property demage at him out of and acturing in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which Rability is assumed under any incidental contract relating to such operations, but this subperagraph (2) does not include property damage arising out of maintenance or revains at premises owned by or rental to the Named Insured or structural allocations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property demage included within the products hezard and all property demage included within the completed operations hezard.

Such aggregate limit shall apply separately to the property damage described in subgaragraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each prejuct away from premises owned by or ranked to the Named Insured.

Coverages A and 8—for the purpose of determining the timit of the Company's liability, an houldy injury and property damage mixing out of contineous or repeated expessing to substantially the same general continions shall be considered as arising out of one openings.

IV. FOLICY TERRITORY

This insurance applies only to bedily injury or property damage which pecaus within the policy territory.

When used in the declarations as a basis of promising for this coverage:

- (1) "admissions" means the total number of galaxins, other than employees of the Named insured, admitted to the erent insured or to events conducted on the premises whether on paid admission tickels, complimentary tickels or passes:
- 12) "remuneration" meant the entire remuneration earned during the policy period by proprietors and by all employees of the Named leaved chair than chartering teacest appropriate of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime contings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company:
- (3) "receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as a receipts basis other than taxes which the Named Insured collects as a Separate Item and remits directly to a governmental division:
- " "cest" means the total cost to the Named insured with respect to operations performed for the Named Insured during the policy period by independent contractors of all work let ar sub-let in cornection with each specific project, including the cost of all labor, malerials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, compactor or sub-contractor, including all tees, offendances, becauses or commissions made, paid or due;
- (5) "sales" were the gross amount of money charged by the Named Insured or by others trading under his name for all goods and products said or distributed foring the policy period and charged during the policy period for installation, satisfying or repair, and includes taxes, other than taxes which the Hamed Insured and such others collect as a separate item and result directly to a governmental dirinion.



INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

This exclusion modifies the provisions of this policy's INSURANCE OTHER THAN COMPREHENSIVE PERSONAGE

GENERAL LIABILITY POLICY

This policy does not apply:

a. Under any Liability Coverage, to bodily injury or property dynaste:

STANDARD PROVISIONS

A Stock formation Elian, Inc. 1 1 11 Company

In consideration of the payment of the premises, to reliance upon the statements in the declarations made a part harpot and subject to all of the terms of this policy, agrees with the Naturel Insured as follows:

COVERAGE

Coverage is afforded under this policy in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

SUPPLEMENTARY PASSIENTS

I'm Company will pay, as addition to the applicable limit of disbility:

- (a) all expenses incurred by the Company, all costs tured against the Intured in any suit defended by the Company and ell interest on the until amount of any judgment therein which account after entry of the judgment and before the Company has paid or landared or deposited in your that part of the Judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal boads required in any such suff, premiums on bunds to release attachments in any such suit for an exicunt not in exame of the applicable limit of liability of this policy, and the cast of ball bonds required
- of the insured because of applicant or traffic faw mobilized arising not of the use of any vehicle to which this policy applica, not to exceed \$2.20 per boll bond, but the Company shall have no obligation to apply for or furnish any such bonds:
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodyly injury to which this policy applies:
- (d) researable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including setual loss of earnings not to exceed \$25 per day.

DEFINITIONS

When used in this policy (including undersaments forming a part hereofic

"autocobile" mores a land moter valgels, trailer or semitraller designed for travel on public roads Gackeding any matricery or apparatus attached theretol, but does not include mobile equipment.

"budily injury" means bodily injury, sickness or disease scribbled by any perion which become during the policy period, including death at any time resulting therefrom:

"collapse hazard" includes "structural property domage" as defined becale and property dumage to any other property at any time resulting therefrom, "Structural

properly damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavaling, borrowing, filling, back-fiffing, tunnelling, pille driving, cofferdors work or caisson work or (2) moving, shoring, underpissing, staising or demolition of any building or structure or removed to rebuilting of any structural support thermal. The collapse hezard does not include acquiring to any structure of the property damage (1) crising out of operations performed for the flamed insured by independent contractors, or (2) included within the completed operations buzzed or the underground property damage hazard, or (3) for which liability is assurand by the insured ander an incidental contract.

"completed operations became" includes bodily injury and property damage arising out of operations of referee upon a representation or warranty made at any limit with dispect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from promises owned by or restrict to the Normed Insured. "Operations" include naterials, parts ar againment furnished in connection therewith. Operations shall be deemed completed at the entities of the following times:

 when all operations to be purformed by ar an behalf of the Named Interest under the postract have been completed.

- (2) when all operations to be performed by or on behalf of the Homed Inquired at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations based does not include hodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property durings arises out of a condition in or can a vehicle created by the loading or unleading thereot,
- to the existence of book, unimballed equipment or abundance or unused materials, or
- tel operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"alevator" means any holicitar or lovering device to connect floors or landings, whether or not is service, and all appliances thereof including any car, platform, shaft hoistway, stairway, running, power equipment and machinary, but does not include an automobile servicing hoist, or a bejet wilknut a platform anistic a building il without machinical power or if not attached to building waits, or a hold or staterial hoist used in alteration, construction or desolution operations, or an inclined conveyor used exclusively for conving property or a dumbwaiter used loss for corrying property or a dumbwaiter used loss feet;

DEFINITIONS CONTINUED

"explosion becard" includes property damage arising out of blasting or explosion. The explosion becard does not include property damage (i) arising out of the explosion of air or steam essails, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Remed Insured by independent contractors, as (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assured by the historical under an incidental contract;

"Incidental contract" means my written (1) lease of premises, (2) enterent egreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by quantityal ordinance, except in connection with most for the nunscipality, (4) side-track agreement, or (3) elevator maintenance agreement;

"howered" means any person or organization qualifying as an inserted in the "Persons insured" provision of the applicable insurance countage. The insurance afforded applies separately to each insured against whom claim is made or suif is brought, except with respect to the limits of the Company's limiting:

"mobile equipment" means a land vehicle (including any machinery or apparatus attacked theretal, whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for imm exclusively on premises sented by a reasted to the Hampel located, including the ways immediately adjoining, or (3) designed to maintained for the sale purpose of iffecting mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, showle, leaders, diggers and drills; concrete mixers tother than the min-instrumit typely graders, scrapers and other road construction or repair equipment, disconpressors, purpose and generators, including appropring welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"Named insured" means the person or organization named in the dadlerations of this policy:

"Names launed's products" means goods or products manufactured, sold, handled or distributed by the Hansed insured or by others trading under his turns, including any container thereof tother than a vehicles, but "Humad Impured's products" shall not include a vehicle mechine or any property other than such container, rented to a feedled to use of others but not sold;

"becattrack" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected not intended from the standpoint of the lessured;

"pplicy territory" commu:

- (1) the United States of Americo, its territories or possessisms, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not accur in the course of travel or transportation to or from any other country, state or sation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage existing out of a product which was sold for use or consumption within the territory described to paragraph (1) above, provided the original set (or such damages to brought within such territory;

"products hazard" includes haddy injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any lime with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Manual leaured and after physical possession of such products has been refinquished to others:

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting thereform, of (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an accurable dering the policy period;

"undergraned properly damage higher" includes undergraned properly damage is any other property at any time resulting defined herein and properly damage to any other property at any time resulting therefrom. "Undergraned property damage" means properly damage to when, conducts, pipes, mains, sewers, tanks, bunnets, any similar property, and my apparatus in connection therawith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, asserting, drilling, bornowing, filling, back-filling or pile diving. The underground properly damage hazard does not include properly damage (I) ariting out of operations performed for the Named intered by independent contractors, or (2) included infinit the camplehed operations hazard or (3) for which liability is assumed by the insured upder an incidental contract.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

This exclusion modifies the provisions of this policy releting to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This policy does not apply:

- a. Under any Liability Coverage, to bodily injury or property damage:
 - (1) with respect to which an insured under the policy is also an insured under a rectain energy fability policy assed by Nuclear Energy Liability insurance Association, Murual Atomic Energy Liability Uncomments or hypear insurance Association of Cambride, or would be an insured under the control of the limit of t

Live a transfer to the Attendance in the state of the following the state of the state

- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first ed, to expenses incurred with respect to bodily injury resulting from the hazardous properties of medicar material and arising out of the operation of a nuclear facility by any persun or organization;
- Under any Liability Coverage, to buildly injury or property demage resulting from the hazardous properties of nuclear meterial, if;
 - [1] the receipt material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed thereform:
 - #25 the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by ur on behalf of an insured; or
 - (3) the bodily injury or property demage arises out of the furnishing by an insured of services, meterials, parts or equipment in connection with the planning, construction, meintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its controlles or possessions, or Canada, this exclusion (3) applies only to properly demage to such nuclear facility and any property thereta.

d. As used in this Exclusion:

- [1] "Hezardové properties" include radiosclive, loxic or explosive properties;
- (2) "Nuclear material" means source material, appear) hugiest material of live product material;
- The Source of steel #11, information to pay with the street of the conduction of the street of the s

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- (5) "Waite" means any waste material (a) containing by product material other than callings or wastes produced by the extraction of containing of transition of therium from any ore processed primarily for its source material contant, and lot resulting from the operation by any pyraus or organization of any nuclear facility includes under the text two paragraphs of the definition of nuclear facility.
- 16) "Muclear facility" means: (a) any nuclear reactor; list any equipment or device designed or used for (it separating the isotopes of unpolum or plutonium, full processing or utilizing spent fuel, or till handing, processing or packaging wasts; (c) any equipment or device used for the processing, lethicating or alloying of apacial nuclear material it at any time the total amount of such material in the custody of the inquest as the premises where such equipment or device is tocated consists of or contains more than 25 grams of observation unfartism 233: or any combination thereof, or more than 250 grams of unsertiam 235; (d) any structure, begin, temperation, premises or place prepared or used for the storage or disposal of wasts; and (e) includes the site on which any of the foregoing is located, all operations;
- (?) "Nuclear recetor" means any apperatus designed or used to sustain nuclear fission in a self-europorting chain reaction or to contain a chickle mass of Resignable material;
- (3) "Property damage" includes all forms of radioactive contemnation of property.

CONDITIONS

1. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plane, premiums and retrieved premiums applicable to the insurance afforded narrain.

Premium designated in this policy as "solvence premium" is a deposit premium only which shall be credited to the amount of the earned premium this at the end of the policy period. At the close of each period for part thereof terminating with the end of the policy period designated in the thickperiod at the said premium shall be computed for such period and, upon nouce thereof to the Named Insured, shall become the end payable. If the total samed premium shall be computed the time and payable. If the total samed passivers for the policy period is less than the premium previously paid, the Company shall return to the Named Insured.

The Plante Insured shall maintain records of such information as is recessary for premium commutation, and shall sand copies of such records to the Company at the and of the policy period and at such times during the policy period as the Company may direct.

2. Insperation and Audit

The Company shall be parmitted our not obligated to inspect the Named instract's property and operatures at any time. Nother the Company's right to make inspections not the making thereof nor any report through shall constitute an undertaking, on behelf of or for the banefit of the Hamed issweet or others, to determine or wereast that such property or operations are safe or healthful, or are in compliance with any lay, rule or regulation.

The Company may examine and such the Named Insured's books and records at any time during the policy period and entensions thereof and vurtin these years after the lines remainstion of the policy, as far as they relate to the subject matter of the insurance.

3. Anthoial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility fav. such insurance as is afforded by this policy for bodby injury liability and configurate the provisions of such law to the extent of the coverage and limits of liability inquited by such law. The insured agrees to reimburse the Company for any payment that the primary which is would not have been obligated to make the terms of this policy except for the agreement contained in this persegraph.

- 4. Insured's Outles in the Event of Occurrence, Claim or Suit
 - (a) In the event of an occurrence, written natice containing particulate sufficient to idensify the insured and also reasonably clientable information with respect to the time, place and circumstances (theref, and the names and addresses of the injurial and of available writesses, shall be given by or for the insured to the Company or any of its authorities agents as soon as practicable.
 - Ibi it claim a made or suit is brought against the insurat, the insured shall immediately forward to the Company every derend, notice, summans or other process received by turn or his representative.
 - Ici The indured shall congents with the Company and, upon the Company's request, assist in rhiking settlements, in the conduct of sules and in enforcing any right of contribution or indemnity against any parson or enginelization who may be liable to the Insured because of injury or demage with respect to which insurance is affected under this policy, and the insured shell alond himrings and triat and assist in securing and giving evidence and obtaining the attendance of whiteseas. The insured shell not, except at his own cast, voluntarily risks any payment, secure any obligation or incur any expense other than for first aid to others at the time of accident.

CONDITIONS CONTINUED

. Individe Against Company

In some class to age on the impension loss, as a condition structured traction, there shall note been too, compliance with all of the incress of this policy, nor until the amount of the incred's obligation to pay shall have seen finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or againstallon or the legal representative thereof who has account such independent within any actual trial or

Any operant or segamination of the legal representative therese who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy in the extent of the insurance afforded by this policy. No person or organization what have any right order this policy to job the Company as a party to any action against the insurant to determine the lawred's abslitty, nor shall the Company be impleated by the insurant or his legal representation. Bankruptcy or insolvency of the insured or of the lawred's extent and relieve the Company of any of its obligations hereundet.

6. Other Insurance

The insurance afforded by this policy is primary insurance, except when slated the apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insered has other insurance which is stated to be applicable to the loss on an excess or contingent hasis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whather primery, excess or contingent, the Company shall not be lieble under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by agual shares, the Company shall not be liable for a greater proportion of such less than would be payable if or rathe for a greeter proportion or such east than would be primare each insurer contributes an equal, since until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of tors not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has pold its limit in [will or the [will energy of the loss it paid.]
- thi Contribution by Limits. If any of such other insurance does not provide for complication by quality if any or sugar action reasonable made for a greater proportion of such less than the applicable limit of liability under the policy for such less beers to the total applicable limit of liability of all uplic and collectible insurance against such loss.

). Sabrogation

in the event of any payment under this policy, the Company shall be subro-gated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and payers

Harry C. Hoyt

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A Connect

Notice to any agent or knowldage possessed by any agent or by any clief person shall not effect a waiver or a change in any part of this policy or estup the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endersement issued to form a part of this policy.

Residentification of

Resignment of interest under this policy shall not bind the Company until its consent is endorsed herein; if, bowever, the Named Insured shall die, such insurance as its afforded by this policy shall apply (I) to the Named insured's legal representative, as the flamed insured, but only while acting within the acops of his duries as such, and (2) with respect to the property of the Hamed insured, to the person having proper temperary costedy thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Palicy

If this policy is issued for a period of three years any limit of the Company's Nability stated in this policy as "aggregate" shall apply separately to each consecutive annual pariod thereof.

Cancellation

This policy may be concelled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the concellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than ten along thereafter such concellation shall be effective. The c. Ifing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of concellation stated in the notice shall become the end of the policy period. Believely of such written potted either by the Named Insured or by the Company shall be equivalent to mailing.

If the Named Insured cancels, agreed premium shall be computed in accordance with the contomary short rate table and procedure. If the Company cancels, parend premium shall be computed pre-miss. Premium adjustment

cancels, parend premium shall be computed pro min. Premium adjustment may be made aither at the time cancellation is effected or as such as practicable after cancellation becomes effective, but payment or tender of anagreed premium is not a condition of cancellation.

12. Declarations

By acceptance of this policy, the flunct insured agrees that the statements in the declarations are his agreements and representations, that this colicy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITHERS WHEREOF, the INSURANCE COMPANY OF HORTH AMENICA has coused this policy to be signed by its President and a Secretary at Philadelphia, Pennsylvants, and pountersland on the Declarations used by a duly Authorized Agent of the Company.

INSURANCE CORPANY OF NORTH AMERICA	POLICY IDENTIFICATION
· · · · · · · · · · · · · · · · · · ·	GEP G0 37 20 63 9
SCLARATIONS - GENERAL LIABILITY POLICY	•
INT 2 SCRAP IRON & METAL CO., INC TO MAGNESS ORIVE PARTANBURG SC 29303	, see

Utily 15: KENEMAU OF PULLLY NO. GORZZIOLO

ARED INSURED 15: CORPORATION CCUPATION: DISTRIBUTOR OF SCRAP AND WASTE MATERIALS

ULICY PERIODS FROM 12/17/02 TO 12/2/183 12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE MARKO INSURED AS STATED HEREIN

PREKLUM PAYMENT CONSITIONS

UDIT PERIODS ANNUAL

DVANCE PREMIUM (TOTAL)

91,553

MEMILIAS RESULTING FROM AUDIT ARE IN ABDITION MERETO.

COVERAGES AND LIMITS Q E TIABILILY

WE INSURANCE AFFORDED IS QULY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND OVERAGES THEREIN AS ARE INDICATED BELOW. THE LIMIT OF THE CUMPART'S LIABILITY wainst each such coverage shall be as stated herein, subject to all of the ERKS OF THE POLICY HAVING REPERENCE THERETO.

COVERAGE PARTS

LIMETS OF LIABILITY

YAULHI YAIDOB

PROPERTY DANAGE

DAPREMENSIVE GENERAL

LIABELITY ENSURANCE

EACH

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INSURANCE

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EACH ACCIDENT

REMISES MEDICAL PAYMENTS INSURANCE ¿

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INDEPENDENT CONTRACTORS HAZARD

3-17982

OPERATIONS - NGC

15 PC IF ARY IF ANY

PRODUCTS - COMPLETED OPERATIONS HAZARO

EXCLUDED

TAL ADVANCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE)

\$1,290

ASONAL INJURY LIABILITY INSURANCE

AS DESIGNATED IN THE COVERAGE PART, THE FOLLOWING "GROUPS OF OFFENSES" ARE COVERED:

SROUP A.B.C

IN CONSIDERATION OF THE PREKIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT PERSONAL INJURY EXCLUSION 'C' IS ELIRINATED.

ITAL ADVANCE PREMIUM (PERSONAL INJURY LIABILITY INSURANCE)

£012

LEKISES MEDICAL PÄYNENTS INSURANÇE

HOVERAGE

PREMIUM

A. PREMISES & OPERATIONS

B. ESCALATORS

NOT COVERED

C. SPORTS ACTIVITES

NOT COVERED

534

ITAL ADVANCE PREMIUM (PREMISES REDICAL PAYMENTS INSURANCE)

£34

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	SC 29303			•
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PACE 1

INSURANCE COMPANY OF NORTH AMERICA	POLICY IDENTIFICATION
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LARATIONS - GENERAL LIABILITY POLICY	
TIMEURED TIZ SCRAP IRON & METAL CO., INC S MAGNESS DRIVE ARTANBURG SC 29303	
SCHERULL LA CINTER	£ 5
E GLASSIFICATION AND RATING USED IN THIS POLICY ARE DEVI	ELOPED BELOW 45 FOLLOWS:

CLASS CODE

CLASSIFICATION DESCRIPTION

SECOND AND SUBSEQUENT LINES

CATION COVERAGE

PREMIUM BASIS CODE EXPOSURE

RATE

PREMIUM

EN USEC AS A PREMIUM BASIS THE FOLLOWING CODE DEFINITIONS APPLY: PAYROLL - PER \$100 OF PAYROLL

APREHENSIVE GENERAL LIABILITY INSURANCE

E FOLLOWING DISCLOSES ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE FECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN

PREMISES - OPERATIONS HAZARD

7-50861 IRON OR STEEL SCRAP DEALERS

P 151500 -6680 1012
PO P 151500 -5200 788

ESCALATORS HAZARD (NUMBER AT PREMISES)

MONE KNOWN AT INCEPTION -COVERED. IF ANY EXPOSURE, AT COMPANY'S MANUALS OF RULES AND RATES

INDEPENDENT CONTRACTORS HAZARD

3-17982 OPERATIONS - NOC 81 IF ANY PD IF ANY

PAGE 3

	INSURANCE COMPANY OF NORTH AMERICA POLICE SLP	GO 22 27 01
CLARATIC	INS - GENERAL LIABILITY POLICY	
DINSURED	。	
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	SCHEDULE OF COVERSOES CONTO	
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TAL AGVA	NCE PREMIUM (COMPREHENSIVE GENERAL LIABILITY INSURANCE)	\$1,800
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idersehen Number	T ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	PREMIUM
TAL ADVAN	AND PROPERTY DAMAGE PREMIUM AS OTHERWISE DETERMINED ICE PREMIUM (ADDITEDMAL COVERAGE)	\$270
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~~~	PREMIUM SUMMARY INFORMATION	ه خد چند برق می ۱۳۰۰ که خیست خاند که بورسید
	VE GENERAL LIABILITY INSURANCE	\$1,800
DITIONAL	COVERAGES TOTAL ADVANCE PREMIUM	\$ 270 \$2, 079
	FORMS AND ENDORSEMENTS	
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RHS AND E	NOORSEMENTS ATTACHED TO POLICY AT INCEPTION:	
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INSURANCE COMPANY OF NORTH AMERIC	A POLICY IDENTIFICATION GLP GO 22 27 01 3
DINSURED NTZ SCRAP IRON & METAL CO., INC 6 MAGNESS DRIVE ARTANBURG SC 29303	444 A
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IMBERED POLICY.	
IRING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSI- HED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLES- REINL	
COUNTERSIGNED AT: AUTHORIZED AGEN	r:

		The second second	
Named travers	up Iven & Mital (		Enduriement Number
	Folloy Number 40 22 27 61 0	Folicy Period	Effective Own of Endorsement 12/27/61
	cf insurance Company	. Amarkan	

In consideration of an additional previous of \$102. (divided (%), 12.4%, it is knowly agreed and understood that the policy is assumed as follows:

- 1) Forms LD4F47A and LD4F39A arm delected from the policy. The annual estima exemine for the exercism for \$270. (Atvided \$152. FX \$118. 20)
- 2) Form LHSF94, Personal Injury Liability Insurance Coverage Part, is added to the policy. The limit of liability for this coverage is \$100,000 each person aggregate, \$300,000 general aggregate. Exclusion "C" is deleted from this coverage part. The causal additional premium for the coverage in \$252. (divided \$252, 22 \$6. 39).
- 3) Form LESYSE, Provident Medical Expenses Insurance Countings Sett, is added to the policy. The limit of linkflity for this coverage is \$500 each person, \$10,000 each sections. The amount additional pressure for this coverage is \$35. (divided \$30. HI \$0. TD).
- 4) Form LDLYIZ, Street Form Endporty Dumpe Endocument (excluding completed symmetriess) in added to the policy. The second additional pressure for this occupies is \$79. (divided \$0. NI \$79. PP).
- 5) Perm LC966, Additional Record (employmen) is added to the policy. The annual additional permissa for this converge in \$263. (divided \$66. NX \$63. Zb).

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Blanton Interports Spartminute SC 03/18/82 inch

Authorized Agent



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Named Insured

Mists Scrap Iron & Matel Co., Inc.

Effective

Polley Number

CHECKE

GLP GO 22 27 01 0

12/27/81

issued By (Name of Insurance Company)

Insurance Company of North America

The spore is required to be completed only when him endorsoment is issued subsequent to the preparation of the postar.

This endocrament modifies such insurance as is allowing by the provisions of the policy relate 3 to the following.

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANGLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):
  - (w) to property damage
    - (1) to property award or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
    - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
      - (a) property while on premises owned by or remied to the Insured for the purpose of leaving operations per-
      - (b) tools or equipment while being used by the Insured in performing his operations.
      - (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured.
      - (d) that particular part of any property, not on promises owned by or rented to the insured,
        - (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or
        - (ii) out of which any property damage arises, or
        - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty work-manship thereon by or on behalf of the Insured;
- (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any obstituation shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insuradarising out-of-the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

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# ADDITIONAL INSURED

(Frankries)

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Mints Scrap Iron & Metal Co., Iss.

Po icy No. CLP 00 22 27 01 5

Policy Period

Effective Date of Endorsement

12/27/41

Issued by (Name of Insurance Company)

Insurence Company of Regul America

The exploration that the exploration of the second contraction of the

this endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following

COMPREHENSINE GENERAL LIABILITY INSURANCE
MARIFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TEMANTS' LIABILITY INSURANCE
STOREKEEPER'S INSURANCE

It is agreed that the "Persons insured" previous is amended to include any complayer of the Named Intered while acting wishin the accing wishin the accing wishin the accing wishing the accing wishing the accing the accin

- I to bodily injury to (a) another employee of the Named lessend arising and of or in the course of his employment or (b) the Named lastened or, if the Named Insured or, any pariner or member thereof;
- 2 to properly damage to properly damad, occupied or used by, ranied to, in the care, custody or control of, or over which physical control of Dama exercised for any purpose by (a) adulties employee of the Ramad inquired or (b) the Named insured, or, if the flamed insured or a particular partnership or joint venture, any pariner or member thereof.

Authorized Agenti1-Mix (CLOS) 7-72-56 Printed in 18-24.

# INSURANCE COMPANY OF NORTH AMERICA, PHILADELPHIA, PENNSYLVANIA

MINTZ SCRAP IRON & NETAL: COL., INC., 306 MAGNESS GRIVE

SPARTANBURG

SC 29303

GENERAL LIABILITY POLICY

STANDARD PROVISIONS

A Stock Introduce Company, herein taked the Company

In consideration of the payment of the premium, is reliable upon the statements in the declarations made a part besent and subject to set of the terms of this policy, agrees with the Named Innoved as follows:

COVERAGE

Coverage is afforded under this policy in eccordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

# SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all casts (and against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tenigred or deposited in court that part of the judgment which does not exceed the famit of the Company's liability thereos:
- (b) premiums on appeal bonds required in any such suit premiums on bonds to relaxed altochments in any such suit for an amount not in excess of the applicable limit of fishility of this policy, and the cost of bell bonds required
- of the Insured because of accident or findlic law violation artifug out of the use of any vehicle to which this policy applies, not to extend \$210 per bish boad, but the Company shall have no obligation to apply for or furnish any such bonds:
- (c) expenses incurred by the insured for light aid to others at the time of an accident, for haddy injury to which this policy applies:
- (d) measurable expanses incurred by the insured at the Company's request in assisting the Company in the insualigation or defense of any cloim or sult, including actual loss of parnings not to exceed \$25 per day.

# DEFINITIONS

When used in this policy (including projurgements forming a part bereath

"automobile" means a land moter vehicle, trailer or sumitrailer designed for travel on public roads lincluding any machinery or apparatus attached thursto), but does not include mobile equipments

"bodily lajury" means bodily injury, sickness or discase sectained by any person which occurs during the policy ported, including death at any time resulting therefore.

"dollarse fuzzed" imfudes "structural property camage" as defined herein and property damage to any other property at any lime resulting therefrom "Structural

properly damage to any other properly at any later restricting interpretar. "Structural property damage" manage the colleges of or structural injury to any building or structura due to (1) grading of land, extereding, berrowing, filling, back-filling, tunnelling, pile driving, collegiam work or collegiam work or (2) moving, shoring, underplanding, reising or demolition of any building or structure or remonal of rebuilding of any structural support thereof. The college hazard does not include properly damage (1) arising out of operations performed for the flamed insuled by independent contractors, or (2) Included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an inclidental contracts.

"complished operations because" includes bodily injury and property durings arising out of operations or reliance upon a representation or marranty raids at any time with respect thereto, but only if the baddy injury or property durings occurs after such operations have been completed or abundanced and occurs away from premises award by or synted to the Named insured. "Operations" include meta-tals, parts or equipment (unpithed in connection therewith. Operations shall be deemed completed at the articlest of the following times.

(i) when all operations to be performed by or on behalf of the flamed insured under the cantract have been completed.

- (2) when all operations to be performed by or on behalf of the fismed insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury of decays arises had been put to its intended use by any person or argunization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or cornection, repair or replacement because of any defect or deliciency, but which are otherwise complete, shall be deamed completes.

The completed operations hazard does not include bodily injury or preparty damage arising out of

- (a) operations is connection with the transportation of property, unless the builty injury or property decuge arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- ld operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"nlevetor" means any boisting or lowering device to consect flaors at tentings, whether or not in service, and all appliances thereof including any car, platform, shaft, doistway, stainway, notway, power equipment and machinery; but does not include an automobile servicing hoist, or a houst without a platform autistic a briding if without mechanical power or if not attached to briding matte, or a host or material hoist used in attention, construction or demolition operations, or an operational conveyor used exclusively for conveyor used exclusively for conveyor used exclusively for conveyor and have a compartment beight not meanding four feet,

# DEFINITIONS CONTINUED

"explosion hazard" includes property decays until on the stage or explosion. The explosion hazard does not include property density (1) arising out of the explosion of air or steam vessets, piping under pressure, prime movers, mechanicy or power transmitting equipment, or (2) arising put of operations performed the Named insured by independent contractors, or (3) included within the completes operations hazard, or the underground property damage hazard, or (4) for which liability is expursed by the insured under an incidental contract;

"incidental contract" means any writter (1) lease of promises, (2) uncompute agreement, except in connection with combustion or demalking peractions on a religious to a religious. (3) undertaking in indepently a numicipality acquired by municipal ordinance, except in connection with work for the municipality. (4) side-track agreement, or (5) elevator maintanance agreement;

"Inspired" means only person or organization qualifying as an insured to the "Porsons insured" provides of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Campany's liability:

"mobile equipment" retors a land vehicle facinating any attachment or apparatus attached theretol; whether or not self-proposind, (1) not subject to mater vehicle registration, or (2) maintained for the exclusively on promises owned by at restable the Manned traured, including the ways immediately edimining, or (3) designed for the principally off public coads, or 16) designed or maintained for the sale purpose of attaching auditoring auditoring part of or permanently attached to such vehicles power strain, showen, largers and or permanently attached to such vehicles power strain, showen, largers and or permanently attached to such vehicles power strain, showen, largers, diagnors and drilling concrets miners letter than the minimum respiratory graders, acropers, rathers and other read construction or repair equipment, automorphisms, and generators, including spraying, welding and harding theaning equipment, and generators, including spraying, welding and harding theaning equipment, and generators of explanation and well servicing againment.

"Hanted Institute" means the person or organization damed in the declarations of this soulids:

"Flagged legered"s products" means goods or products manufactured, said, handled or distributed by the Named Insured or by others trading under his name, including any container thereof tother then a vehicle), but "Named (naured's products" shall not include a wending machine or any property other than such container, realed to or located for use of others but not sold.

"accumunce" means an accident, including continuous or repetied exposure to conditions, which results in bodily injury or properly damage neither expected nor intended from the standpoint of the insured;

"pathy mutitary" means:

- (I) the United States of America, its territories or possessions, or Canada, or
- (2) International waters or air space, provided the budily injury or property demage does not occur in the course of transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodity injury or property damage stiking out of a product which was said for use or consumption within the territory described in paragraph (1) above, provided the original tall for such damages is brought within such territory;

"products toward" includes hadily injury and propurty demage arising out of the Named Insured's products or reliance upon a representation or warranty, made at any line with respect thereto, but only if the badily injury or property damage occurs away from premians comed by or rested to the Named insured and after physical passession of toch products has been relinquished to others:

"property duringe" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefore, or (3) tow of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occur-rance during the policy period:

"inderground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any lime resulting theorises. "Underground property damage" makes property at any lime resulting property, and any apparatus in connection theorem, knows, tonnests, any similar property, and any apparatus in connection theorem; he are of mechanical equipment for the purpose of grading land, powing, excurding, drilling, borrowing, filling, back-lifling of pile diving. The underground property damage to the Named insured by independent contactors, or 121 included within the completed operations hazard, or Gb by which liability is assumed by the Insured under an incidental contract.

# NUCLEAR ENERGY LIABILITY EXCLUSION IBROAD FORM

This exclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

#### Talk policy does not apply:

- a. Under any Liability Coverage, to bodily injury or property damage:
  - (i) with respect to which an Insurad under the policy is also an Insurad under a nuclear energy Rabity policy issued by Nuclear Energy Liability (restance Association, Mark Atomic Energy Eablity Underwriters, or 1977) is a sure of the policy under under the policy of the policy of the policy under the policy of the policy
  - I selling that the factor of separate part of the manufactor of the factor of the fact
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and existing out of the operation of a nuclear facility by any person or proprietation;
- c: Under any Lieblity Coverage, to bodily injuty or property demage resulting from the hexaedous properties of nuclear material, if:
  - the nuclear margrial ta) is at any nuclear facility owned by, or operated by Or on bahalf of, an insured, or fol has been discharged or dispersed transform:
  - (2) the nuclear material is contained in spent fuel or weste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the turnishing by an insured of savvices, mesocials, pans or equipment is connection with the planning, construction, maintenance, uperation or use of any nuclear feelity, but if such feeling is located within the United States of America, its partituries or possessions, or Canaga, this exclusion (3) applies only to property damage to such nuclear facility and any property therest:

### d. As used in this Exclusion:

- 111 "Hazardous proporties" Include redigactive, takes or explosive propertos:
- (2) "Yucker materal" moses source materal, special nuclear materal or by-orddi.2" materal.
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- THE SEASON THE COMMENT WAS ARREST OF BUILDING TO THE COMMENT WAS ARRESTED AS DEED USED OF EXCHANGES TO TROUBLE OF THE PURCHASION OF THE PU
- 15) "Wester" nevers any waste material (a) containing by-product material other than tailings or waster produced by the extraction or concentration of staintum or thorium from any ore processed primarily for its source meterial content, and thi resulting trom the operation or any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
- (6) "Nuclear lacility" means: (a) any nuclear reactor; (b) any equipment or davice designed or used for (i) supposting the isotopes of uranium or plutonium, (ii) processing or utilizing spant fuel, or (iii) handling processing or packaging wests; (c) any equipment or device used for the processing, labricating or alloying of special nucleus material if at any time the total amount of such metalial in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or umnium 233 or any combination thereof, or more than 250 grams of unanium 235; (d) any structure, basin, excavation, premises or pluces proposed or used for the storage or disposal of watte; and (e) includes the site on which any of the foregoing is located, all operations:
- "Nuclear reactor" means any apparatus designed or used to sustain a ducidal fission in a saif-supporting chain reaction or to contain a critical mass of fissionsbie material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

# CONDITIONS

# 1. Premium *

All premiums for this policy shall be computed in accordance with the Company's rules, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy se "edwines premium" is a deposit premium only which shall be credited to the amount of the samed premium due at the and of the policy period. At the close of each period for period the part thereof terminating with the end of the policy period designated in the declarations as the such period the samed premium shall be computed for such period and, upon notice thereof to the Narmed insured, shall become stop and payable, if the cost samed promium for the policy period is less than the premium previously paid, the Company shall return to the Named insured the unearned pontion paid by the Named Insured.

The Named Insured shall maintain records of such information as is accessory for premium computation, and shall send copies of such records to the Company at the and of the policy period and at such times during the solicy period as the Company may direct.

# 2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named insured's property and operations at any time. Neither the Company's right to make inspections not the making thereof not any mount thereon shall constitute an undertaining, on period of or for the generit of the Named knaured or others, to determine or warrant that such property or operations are sole or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the itemed insured's boots and records at any time during the policy period and extensions themsel and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

# 3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance or an allocated by this policy for bodily tripry liability or far property demage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this palagraph.

- 4. Insured's Duties in the Event of Cocumence, Claim or Suit
  - (a) In the event of an occurrence, wherein notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and decompanies thereof, and the names and addresses, of the injured and of evaluable witnesses, shall be given by to for the insured to the Company or any of its authorized agents as soon as practicable.
  - (b) If plain is made or suit is brought against the incurat, the insured that immediately torward to the Company every demand, notice, summons or other process received by him or his representative.
  - Ic! The Insured shall cooperate with the Company and, mon the Company's request, assist in making authorisms. In the cardiot of suits and in enforcing any right of contribution or indemnity against any person of organization who may be lighte to the Insured because of injury or damage with respect to which insurance is altocate under this policy; and the Insured shall attend hearings and vials and easiet in account and giving evidence and obtaining the ettendance of returnates. The insured shall not, accept at his own cost, voluntarily intereses. The insured shall not, accept at his own cost, voluntarily make any persons, assume any obtaining of acceptat.

# CONDITIONS CONTINUED

### 5. Action Against Company

Action Against Category
No action shall be against the Company unless, as a condition precedent thereby, there shall have been full compliance with all of the terms of this policy, her until the amount of the insured's obligation to pay shall have been finelly determined either by judgment against the insured after actent trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization are the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to job the company as a party to any action against the insured by determine the insured's liability, nor shall the Company be impleaded by the facured or his legal representative. Sankruptcy or insolvency of the insured or of the insured's estate shell not relieve the Company of any of its obligations have under.

#### E. Other learnes

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the essence of other insurance. When this insurance is primary and the injured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the less on the same basis, whether primary, excase or contingent, the Company stull not be liable under this policy for a greater properties of the loca than that stated in the applicable contribution pravision below.

- (a) Contribution by Equal States. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals life lowest applicable life to greater any one policy or the full insurent of the loss is poid, and with respect to any amount of one so so paid the containing insurers then continue to contribute equal shares of the remaining amount of the loss will post such insurer has paid its limit in full or the full amount of the loss is poid.
- the Contribution by Limits. If any of such other insertance does not provide for contribution by equal sharps, the Company shall not be liable for a greater properties of such loss than the applicable limit of liability under this pating for such loss bears to the solal applicable limit of liability of all valid and collectible insurance agents such loss.

# 7. Suhrbentice

In the event of any payment under this policy, the Company shall be subre-gated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers

Littured shall da and do whatevar else is necessary to secure out that notivos after loss la prejudice such rights.

Notice to any agent or knowldege possessed by any agent or by any other person shall not offset a waiver or a change in any part of this policy or except he Company from asserting any right under the terms of this policy; we shall the terms of this policy; we shall the terms of this policy be walved or changed, except by endorsoment issued to form a part of this policy.

Assignment of Interest under this policy shall not hind the Company until its consent is endorsed hereon, it, however, the Narend leaved shall die, such insurance as is ufforded by this policy shall apply (I) to the Named Insured; legal representative, as the Named Insured, but only while acting eithis the scape of his duties as such, and (2) with respect to the property of the Russed insured, to the person lawing proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

# -18. Three Year Policy

If this policy is assued for a period of three years any limit of the Company's limbility stated in this policy as "aggregate" shall apply separately to each consecutive armuel period thereof.

Interpolicy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents at by mailing to the Company written notice stating when thereafter the cancellation shell be effective. This policy may be concelled by the Company by mailing to the Named insured at the address shown in this policy, written notice stating when not loss them the days thereafter such cancellation shell be effective. The mailing of notice as along with the sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated is the notice shall become the and of the policy period.

effective data and hour of cancellation stated is the notice shall become the and of the policy period. Delivery of such written action either by the Named Insured or by the Company shall be aquivalent to mailing.

If the Named Insured concels, earned premium shall be computed in accordance with the outlandary shart rate table and precedure. If the Company cancels, earned premium shall be computed one rate. Premium after many be made either at the time capociation is effected or as many as provided after cancellation becomes effective, but payment or tender of observed premium is not 4 condition of cancellation.

# 12. Declarations

By acceptance of this policy, the Hamed insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in refauce upon the turiff of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITHERS WHEREOF, the INSURANCE COMPANY OF INDENT AMERICA has coused this policy to be eighted by its President and a Socretary at Philadelphia, Prompt capia, and countersigned as the Declarations page by a duly Authorized Agent of the Company.

Ham E. Hoyt

Wilson H. Taylor WILSON H. TAYLOR. President

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BLICY PERIOD: FROM 12/27/84 TO 12/27/85 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN

PRENIUM PAYMENT CONDITIONS

JUIT PERIED: ANNUAL

SVANCE PREMIUM (TOTAL)

\$1,734

REKIUMS RESULTING FROM AUDIT ARE IN ADDITION RERETO.

COVERAGES AND LIMITS OF LIABILITY

WE INSURANCE AFFORDED IS DRLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND IVERAGES THEREIN AS ARE INDICATED BELGY. THE LIMIT OF THE COMPANY'S LIABILITY SAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE ERMS OF THE POLICY HAVING REFERENCE THERETO.

CCVERAGE PARTS

LINITS OF LIABILITY

BODILY INJURY AND PROPERTY DANAGE COMBINED

DMPREHENSIVE GENERAL LIABILITY INSURANCE EACH OCCURRENCE \$100,000

AGGREGATE \$100,000

REMISES MEDICAL PAYMENTS INSURANCE EACH PERSON

EACH ACCIDENT

\$500

\$10,000

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PAGE 4

# COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

# I. COVERAGE A-BODILY INVERY LEADILITY

### COVERAGE B-PROPERTY TAMAGE LIMITATIVE

The Company will pay on behalf of the basered all sums which the Jasuresi shall become legally obligated to pay as damages because of

A. bodily injury or

B. property damage

to which this insurance applies, caused by an occurrence and the Company shall have the right and duty to detend any suit against the insured seeking damages on account of much hodily injury or property damage, even if any of the allegations of the suit are groundlest, face of fraudulant, and may make such invokingstice and settlement of any plann or suit; are it decess expedient, but the Company shall not be obligated to pay any claim or judgment us to defend any anit after the applicable limit of the Company's fiability has been echanical by payment of judgments or settlements.

#### Facilitations

This insurance does not apply:

- (a) to fiability accumed by the Insufed Under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of filness or quality of the Named Jasured's products or a warranty first work performed by or on behalf of the Named Insured will be done in a workmanklike grantup;
- fol to ladily injury or property demage arising out of the assumethin, assimilanance, operation, use, loading or unleading of
  - any automobile or piccraft owned or operated by or rented or louned to try insured, or
  - (2) any other automobile or pirerell operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Hamod insured or the ways immediately adjoining, it such automobile is not owned by or rented or learned to any insured;

- (c) to bodily injury or property damage alising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being that it any prearranged or organized racing, speed of demolition contest or in any stanting activity or in practice of preparation tends to the contest or activity or (2) the operation or use of any snow-mobile or trailer designed for use therewith:
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or realest or tomed to any insured.
- tel to bodily injury or property damage arising out of the ownership, maintenance, operation, use, boding or unloading of
  - ill any majorcraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the cause of his origin; ment by any locured;

but this exclusion does not apply to watercraft while athers on premises owned by, rented to or controlled by the formed brouved.

- (ii) to bedity injury or property damage arising out of the discharge, dispursal, release or secape of smake, supers, soot, fusion, acids, elitalis, topic chemicals, liquids or game, waste materials or other initiates, conjuments or pollutents into or upon land, the almosphere or any stater course or body of water; but this exclusion does not apply if such discharge, dispursal, release or oscape is sudden and accidental;
- (g) to bodily injury or properly damage due to war, whether or not declared, obd! wer, insurrection, schellion or revolution or to any set or condition incident to any of the tongoing, with respect to
  - (1) (inhility assumed by the insured under an incidental contract, or
  - (3) expenses for first aid under the Supplementary Payments provision
- (h) to baddy injury or property damage for which the lessared or his indemnites may be held liable
  - (I) as a person or organization anguged in the business of manufacturing, distributing, solving or sorving alcoholis beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such paractes.

If such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution of use of any alcoholic beverages, or
- fill by reason of the selling, serving or giving of any attoholic beverage in 8 minor or to 8 person under the influence of alcohol or which causes or contributes to the into-ication of any person;
- but part in of this exclusion does not apply with respect to liability of the indused or his melancines at an owner of leaser decorage as 15 above.
- (i) to any obligation for which the insured or any Carrier as his laterer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (i) to bodily injury to any employee of the insured arising out of and in the course of the employment by the insured or to any obligation of the insured to indemnity another because of damages arising out of such injury; but this exclusion does not apply to fiability assumed by the insured under an incidental contract;

# 00 to property damage to

- (1) properly owned or accupied by or rented to the Insured.
- (2) property used by the insuces, as
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to inhibity under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage tother than to elevatoral arising out of the use of an almoster at promises owned by, stated (4 or controlled by the Named Insared;

- (D) to properly damage to premises attended by the Narued insured arising out of Such premises or any part thereof;
- lml to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (I) a delay in or tack of performance by or on behalf of the Named Insured of any contract or agreement, or
  - (2) the failure of the Named Inducad's products at work partitioned by or on behalf of the Named Inducad to most the level of partitionance, quality, Almass or durability warranted or represented by the Named Insured:

but this exclusion does not apply to lose all use of other tangible properly resulting from the mudden and accidental physical injury to or Seatructian of the Panned insured's products or work performed by or on behalf of the Named Insured after such products or work have been but to use by my person or organization other than an insured;

- (a) to property damage to the Named insured's products ariting out of such products or any part of such products;
- (a) to property damage to work performed by or on behalf of the Named issued arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to domoges claimed for the withdrawal, inspection, regals, replacement, or loss of the use of the Named Insered's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or prosperty are withdrawn from the market or from use because of any lowers or suspected defect or deficiency therein;
- led to property demage included within:
  - (2) the explanion hazird in connection with operations identified in this policy by a classification code number which includes the symbol "x".
  - (2) the collapse hazard in commention with operations identified in this policy by a classification gods number which includes the symbol "c".
  - 13) Dec underground property damage hazard in connection with operations (destitud in this paties by a classification code number which includes the symbol "a".

(gwer)

#### II PERSONS INSUIDER

Each of the following is an insured under this insurance to the extent salt forth below:

- (a) If the Romod Insured in designated in the declarations as an individual, the person so designated but only with respect to the canduct of a business of which he is the sole proprietor, and the spouse of the Named insured with respect to the conduct of such a business;
- (b) if the Mannet Insurad is designated in the designations as a partnership or joint venture as designated and any partner or member thereof but only with respect to his Hability as Such;
- (c) If the Named leasured is designated in the declarations as other (has an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thursd while acting within the scope of his duties as such
- (d) any person lether than an employee of the Named Insured) or organization while acting as real estate manager for the Marmod Insured; and
- as with respect to the operation, for the curpose of lecomotion upon a public highway, of mobile equipment registered under my inche rehicle legistra
  - ii) as employee of the Named Insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the perbission of the Hamed insured and such equipment registered in the name of the Ramed insured and any person or organization legally responsible for such ogeration, but only if there is no other table and collectible insurance and the collectible insurance. entropies' eight ou a brimera or excess parts' to each bestee or

provided that no person or organization shall be an Insured under this paragraph let with respect to.

- (1) boddly briury to any follow employee of such person injured in the course of his employment; by
- 12) property damage to property owned by, rested b, in charge of ar occupied by the Ramed lessage or the employer of any person described in subparagraph UD.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint western at which the insured is a partner or resember and which is not designated in this policy as a Ramad lastness.

# HILLIMITS OF LIMBRETY

- <u>L</u>

Regardless of the number of (1) insureds under this paties, (2) persons or organizations who sustain bodily injury or property damage, or Ol claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

Coverage A.—The total lightity of the Company for all damages, including damages for care and loss of services, business of bodily injury saxtained by one or rope persons as the result of any one occurrence shall not expend the limit of bodily lajury liability stated in the declarations as applicable to

Subject to the above provision respecting "each occurrance", the hetal liability of the Company for all damages because of (1) all hedity injury included within the completed operations bazard and (2) all hedity injury included within the products hazard shall not expand the that of hadity injury stability stated in the declarations as "aggregate".

—The total Rabilly at the Company for all duranges because of all property damage sustained by one or more persons or organizations at the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above proublen respecting "pack prouvrence", the total liability of the Company for all damages because of all properly damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage flability statud in ine decisselimis as "Affre54fa".

- (i) all property densige arrang out of premises or operations falled on a remandration basis or contractor's equipment saled on a receipta basis, including property damage for which Bability is essumed under any incidental contract relating to such premises or operations, but excluding property damage included in subportigraph (2) below:
- (2) all property damage mixing out of and occurring in the course of epotailian performed for the Hamed insured by independent contractors and
  general supermission thereof by the Hamed Insured, Including any such
  property damage for which liability is assumed under any lacidental
  contract retaining to such operations, but this subparagraph C2 does
  not include property damage arising and of maintenance of recasing at
  premises among by ar regated to the Hamed Insured or structural alteralions at such premises which do not involve changing the size of ar
  moving beliftings or other circumses;
- (3) all property damage included within the products barged and all property damage included within the completed operations beared.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1), and (2), separately with respect to each project away from premises award by or rankel to the Namer Impered.

Coverages A and 8—For the purpose of determining the limit of the Company's Publiky, all badily injury and property demage arising out of continuous S; repealed exposure to existentially the name general conditions shall be considered as arising out of one occurrence.

# IV. POLICY TERRITORY

This insurance applies only to bodily injury or property demage which occurs within the policy lerritory.

When used in the declarations as a basis of premium for this coverage:

(1) "admissions" maters the total number of parsons, other than employees of the Named Institut, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

(2) "remmeration" means the entire remmeration named during the policy period by proprietors and by all employees of the Named Insured other than chauttenrs except operators of mobile equipment and aircraft pilots and co-pilots, subject to any overtime carnings or familiation of remmeration rule applicable in accordance with the manuals in see by the Company.

(3) "receipts" means the grass account of money charged by the Named Insured for such operations by the Named Insured or by others during the policy period as are rated on a receipts basis after their receipts from telegrating, breadcasting or motion pictures, and includes teres, other than texas which the Hamed insured columns as a separate liam and remits directly to a governmental division:

the "East" means the lotal cost to the Named Insured with respect to aperations performed for the Named Insured during the policy period by Independent confectors of all work let or sub-let in connection with mich specific project, including the cost of all labor, naturals and equipment turnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all lets, allowances, bosumes or commissions made, paid or the:

'Sales' means the gross amount of money charged by the flamed instruct or by others trading under his name for all goods and products sold or diskributed during the policy period and charged during the policy period and charged during the policy period and cook others collect as a separate item and result directly to a governmental division.



# PREMISES MEDICAL PAYMENTS INSURANCE COVERAGE PART

# I. COVERAGE E-PREMISES MEDICAL PAYMENTS

The Company will pay to or for each person, who sustains buddly injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such buddly injury arises out of tall a condition in the insured premises or (b) earstoons with respect to which the Named Insured is afforded coverage for hadily injury liability under this peticy.

This insurance does not apply.

### is to hadily inputy

- sitting out of the ownership, maintenance, operation, use, lossing or unloading of
  - (i) any automobile or aircraft awned or appraised by or ranted or icaned to any Insured, or
- (ii) any other automobile or aircraft operated by any person in the course of his ampleyment by any located;
- but this exclusion does not upply to the parking of an automobile on the insured premises. If such outomobile is not owned by or rented or leaned to any Insured;
- (2) arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile squipment while being used in any pre-arranged or organized racing, spend or demolition context or in any studing activity or in practice or preparation for any such context or activity or (ii) the operation or use of any encounciding activity or kill the operation or use of any encounciding or trailer designed (or use therewith:
- (1) affiling out of the ownership, maintenance, operation, use, leading or untoeding of
  - ill any watercraft owned or operated by or rented or logged to any Insured, or
  - (ii) any other watercraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to weltercraft while ashore on the intured premises; Of
- (4) arising out of and in the course of the transportation of mobile conference by an automobile owned or operated by or rented or located to

# this to bodily injury

- till included within the completed operations bezard or the products
- (2) arking out of operations performed for the Marned insured by inde-pendent contractors other then (8 muintenance and repair of the in-sured premises or (4) structural alterations at such pramises which do not involve changing the size of or moving buildings or other structures:
- (3) resulting from the selling, serving or giving of any alcombic beverage
  (b) in violation of any statute, ordinance or regulation, (in to a miner,
  (iii) be a person under the influence of alcohol or (iv) which causes or contributes to the intexication of any parson, it she Named Insured is a person or organization engaged in the business of manufacturing, distributing, setting or verying atopholic beverages or, if not so angaged, is an owner or fexor of premises used for such purposes but only part 40 of this exclusion (to IZ) applies when the Named Insured is such an owner or lessor:
- (4) due to war, whether or not declared, civil war, insurportion, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- 🖾 to bodily Injury
  - (ii) to the Humod Insured, any partner therein, any terrant or other parson regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arising out of and in the course of his employment therewith;

- (2) to any other terant if the budity injury occurs on that part of the insured premises rented from the Harnet insured or to any employee of such a tenent if the bodity injury occurs on the tenent's part of the insured premises and arises out of and in the course of his amployment for the lenent;
- (3) to any person while engaged in maintenance and repair of the insured prentises or alteration, demolition or new construction at such prem-lace;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unampley-ment compensation or disability benefits law, or under any a mitor law;
- (5) to any person practicing instructing or purilementing at any pays and training, sport, withletic sensory or context unless a promum change is entered for sport activities in the policy with respect to framises. Medical Payments Coverage:
- (d) to any medical expense for services by the Hamad insured, any employee thereof or any person or organization under contract to the Hamad Insured to provide such services.

### fi. LIMITS OF LIABILITY

The limit of liebility for Pramises Medical Psymants Coverage stated in the declarations as applicable to "sach person" is the limit of the Company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person," the total liability of the Company under Pramises Medical Psymans Coverage for all medical expense top bodily injury to two or more persons as the result of any one accident shell not exceed the limit of liability stated in the declarations as applicable to "sach accident."

When more than one medical asyments coverage afforded by this policy applies to the loss, the Company shall not be liable for more than the amount of the highest applicable limit of tiability.

### III. ADDITIONAL DEFINITIONS

When used in reference to this insurance linclyding endorsaments forming e part of the policyl-

"Lastred premises" means all promises owned by or rented to the Mamed Insured with respect to which the Named Insured is afforted coverage for buddy injury liability under this policy, and includes the ways immediately adjoining on land;

"medical axpetate" means expetes for necessary medical, surgical, x-ray and dental services, including prophetic devices, and necessary ambutance, hospital, professional oursing and futeral services.

# IN. POLICY PERSON: TERRITORY

This insurance applies only to accidents which occur during the policy gerled within the United States of America, its ferritories or possessions, or

# V. ADDITIONAL CONSISTING

# Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shart give to the Company written proof of claim, under onth if required, and shall, after each request from the Company, assente authorization to emble the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians salected by the Company when and as often as the Company may reasonably require. The Company when and as often as the Company may reasonably require. The Company only the bijured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except becauser, of the Company.



GL 21 04 (Ed. 0) 66)

This eracisament forms a part of the policy	s to which attached, effective on the incaption (	date of the policy unless otherwise stained herein.
(The following information i	is required only when this endorsement is issue:	d subsequent to properation of policy.)
Endersement effective	Policy No.	. Endorsement No.
Hamad Insured		
	Cotral	ersigned by (Authorized Representative)
		(Authorized Representative)

This endersement modifies ruch insurance as a afforded by the provisions of the policy relating to the following COMPREHENSIVE GENERAL LIABILITY INSURANCE SMP LIABILITY INSURANCE

# EXCLUSION

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Complete Operations Hazard or the Products Hazard.

GL 01 04 (Ed. 07 66)



This endorsement forms a part of the policy to which attached, effective on the inception data at the policy unless differwise stated berein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Names Lasured

Countersigned by	
	(Autrorized Representative)

This endocument modifies such insurance at as afforded by the provisions of the policy retains to the inflowing comprehensive General Liability insurance Druggists. Liability insurance Marufacturers and contractors elabelity insurance owners, landlords and tenants Liability insurance storekeepers insurance completed operations and products Liability insurance contractual Liability insurance premises medical payments insurance

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION-SOUTH CAROLINA

GARAGE INSURANCE

it is agreed that that part of the atcoholic beverage exclusion which relates to the setting, serving or giving of any atcoholic beverage (a) to a parson under the influence of alcohol or (b) which causes or contributes to the influence of any person, is deleted.



GL 00 19 07 78

This endotssement forms a part of the policy to which attached, effective on the incorption date of the policy orders otherwise stated berein.

(The following information is required only when this andorsement is lessed subsequent to proporation of policy.)

Endorsement Effective Policy No.

Request tessent

Countersigned by ________(Authorized Representative)

This endorsement annihits such assesses as is attended by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

# AMENDATORY ENDORSEMENT-ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"leading or unboulding", with respect to an automobile, steam the harding of property after it is record from the place where it is accepted for movement into or units as automobile to the place where it is timely delivered, but "leading or unboding" does not include the movement of property by moves of a mechanical device (other libes a hand truck) hat attached to the automobile.



# BROAD FORM PROPERTY DAMAGE ENDORSEMENT (Excluding Completed Operations)

Ì	Named Insured	
	Effective	Policy Number
	Issued By (Nums of Insurance Campany)	

The show is required to be completed only when this endorsement is issued subsequent to the preparation of the colley.

This and comment modifies such incurrence as is affected by the provisions of the policy relating to late influences.

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

It is agreed that the insurance for property demage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) grace by owned, occupied or used by or remed to the insured or in the name, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (W) and (x):
  - (w) to property damage
    - (1) to property owned or occupied by or ranted to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
    - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
      - (a) property while on premises owned by or ranged to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,
      - (b) tools or equipment white being used by the Insured in performing his operations,
      - (c) property in the custody of the Insuced which is to be installed, erected or used in construction by the Insured.
    - . (d) that particular part of any property, not on premises owned by or rented to the Insured,
      - (i) upon which operations are being performed by or on behalf of the Insured at the time of the property demage crising out of such operations, or
      - (ii) out of which any property demage arises, or
      - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmenship thereon by or on behalf of the insured;
- (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'd, on Riversi)



# AMENDMENTS — LIMITS OF LIABILITY (Single Limit) (Individual Coverage Aggregate Limit)

PRINT INSPIRED	
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Issued to interest of selection Continues	

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANGLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

It is agreed that the provisions of the policy consisted "LIMITS OF LIASILITY" relating to Bodily Injury Liability and Property Camage Liability are studened to read as follows:

#### LIMITS OF LIABILITY

Regardates of the number of CH Interests under this pokey, (2) parable or organizations who sustain boddy injury or property demage, or (3) claims made or during the content of the conte

# Bodily Injury Liability and Property Damage Liability:

- Inclima of habitary stated in the Declarations of this policy as applicable to "each occurrences" is the total limit of the Company's fability for all operages including demages for care and loss of devices because of boddy injury and property damage sustained by one or more porsons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which rotice of the policy is given in few of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Land or any state or province such family shall be applied to provide the separate innits required by such two for Boddly injury Liability and Property Demage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the top the Company's liability.
- Mill Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all bookly injury and properly damages which occurs damage each armusi period white this policy is in large communing from its effective date and which is described in large of the numbered subparagraphs below shall not exceed the limit of hability stated in the Schedillo of this collection of the sumbered subparagraphs below shall not exceed the limit of hability stated in the Schedillo of this collection of the sumbered subparagraphs.
  - 419 all property demage arising out of premises to operations raised on a remuneration base of contraction's equipment rated on a localists base including property demage for which inhibitly is assumed under any incatantal contract relating to such organises or operations by excluding property demage included in autopragraph (2) below;
  - •21 oil property dimage aroung the of and occurring in the course of operations performed for the Named Insured by sudepsident contractors and govern exposure on the notice in Named Insured insured insured and such property damage for which listelling is assumed under any mindertal contract inflating to such operating, but it is subparagraph (2) does not include property damage arising out of maintenance or reports at premises owned by an invested to the Named Institute or structural attenditions at such premises which do not involve changing the size of or moving buildings or other sizectures.
  - 13) If Products Completed Operations insurance is officiated, all badily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
  - 141 of Contractual Leading Insurance & alforded, all property damage for which liability is essurated under any constact to which the Contractival Leability Insurance applies.

# Such aggregate limit shall apply separately

LID-AF141 MS IN U.S.A.

- to the property damage described in subparagraphs (II) and (2) and segmently with respect to each project away from premises owned by or rented to the Named Insured.
- isi to the sum of the damages for all bodily many and property damages described in suisparagraph [3], and
- to the property damage described in subparagraph (4) and separately with respect to coch project away from premises dwined by an ventual to the Narred Insured.
- (c) For the purpose of determining the first of the Company's liability, all bodily makey and property demand already out of operations or repeated exposure to substantially the same general condition shall be considered as anting out of one accurrence.

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# GENERAL LIABILITY POLICY STANDARD PROVISIONS

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This excission modifies the provisions of this policy relating to ALL LEASULTY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREMENSIVE PERSONAL AND FARMER'S COMPREMENSIVE PERSONAL INSURANCE.

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  - Transport (military)* measure, but any nuclear reaction like the amulanteent of device designed or wood for the appearing the histories of upstaling, the histories of upstaling, or pirtonium, this propagating the histories and the foreign appearance of processing, temperating to substaling appearance of processing. Enterthing at allowing of special register contacted in the parameter are successed to the parameter which much equipment of resident in leasure congetts of or combines which much such equipment of resident in the configuration of combines which are then 250 processed to contact the foreign of the parameters are successed to the parameters. It is the processed of the successed to the parameters of the parameters
  - (7) "Nuclear research" means any apparatus designed ("Quiet to sustain research (lesion in a self-supporting drafts research); or so commit a critical mass of findersists measured.
  - (S. "Property damage" includes all (error of sadicatelis constantinguar of property.

# CONDITIONS

# 1. Primiters.

All prevalues for this policy shall be compared in accordance with the Company's number, rating place, previously and minimum premiums applicable to the incurance adjusted house.

Anumbers designated in this policy as "edvance premium" is a deposit premium poly which shall be credited to the amount of the county premium due at the policy period. At the close of sech point in the dept of the policy period, At the close of sech point in the depthylecte at the surely period and in the depthylecte at the surely period and, upon notice the amount premium that he demounted for such period and, upon notice the amount premium that he demounted for such period and, upon notice thereof to the Names Mattree, while become the and payable. If the total sensed premium for the policy period is interest, who premium period is interested the unanymed the unanymed payable in the Named instead the unanymed garylish policits the Xannad testing.

The Hammi interest shall maintain incents of such internation as is integrably for primitive computation, and shall said copies of such recents up the Computy at the part of the policy period and at such times during the policy period and at such times during the policy period as the Company may direct.

# 3. Impaction and Audit

The Company shall be perhitted but not obligated to inspect the Named In-subsite property and operature at any time. Names the Company's right to make impections not the moding through not you report passent shall constitute an understicing, on behalf of or for the penalty of the Named In-subsite of ethics, it distoration or express that such property or operations are used or healthful, or are in compliance with any law, rule or regulation.

The Commany may examine and suck the Hamed knines's books and records at any little during the policy harind and extensions fraces and within three years after the little imministrate of this policy, as fat as unovertee to the subject matter of this insurance.

# 1. Figurelai Responsibility Lans.

PRESENT PROSPERSION LEVEL AS PROOF OF REALITY SUSPENSIONS OF the White prices is conflict an proof of Reality in properties of any motor vehicle has cold responsibility for the fourth or provident of any motor vehicle has cold responsibility by the policy for hiddly injury fiability or for property decape lability shall comply with the provisions of mechanic to the extent of the assemble and thresh of facility policy of mechanic to the extent of several assemble and thresh of facility and provided by any company of the company which it would not have been proposed to make under the terms of this solicy-accept for the agreement contained in this paragraphs.

# Induced's During in the Event of Occurrence, Claim or Soft

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- (b) If claim is ready or and is belongly applicate the latered, the initial shall impressibly lawyed to the Camurane way, delegand, notice, semenous or other security second by him or histogrammatical.
- Severage of other present received by him of his/operatoristics.

  (c) The (equal shall exoperate with the Company and, upon the Company's majors, again in releasing any fight of countingtons, in the conduct of statements and in anicocing any fight of countingtons incignally against any person or arganization who may be fabric to the present the white increasing a statement of allogical order this policy and the increase to white increasing the statement of the source and statement in source and grains andered in sources, and grains andered in sources, the training andered of children's the statement of allogical the statement of allogical the statement of allogical the statement of allowing any properties are considered.

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# 6. Other language

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When bother beautions and other insurance apply to the toes on the materials, whiches privately access or consistent, the Congrany shall not be liable that the foreign provides proportions of the loss when that stated in the applicable contribution provinces below.

- to) Contribution by Equal Shares. It all of each prime walls and contextible inquirates provides for exactinging by equal shares, the Company shall not be justed for a greater properties of each less than event be flegable if such brouser contributes we could share wait the state of out immers expand the lovest applicable level of liability under any one patter or the religious to the last is paid, and with respect to any amount of less not my paid the remotering innecess than contribute outside outside the paid there of the remaining assumpt or the last much such lambur has poid its limit in full of the full separated in the last of paid.
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# 7. Hanglie

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# 10. Toron Tear Palley

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE

COVERAGE PART

**\$РЕСІМЕЦ: FORM** Fram &SU

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- 25 to builty injury or property durings articles out of the overcrivis, calindo-nation, operation, u.e., is mings or valuating of
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but this exclusion class out apply to the parties of an extensibile on provides of the description of an extensibile on provides by the Named leaves or the ways immediately minimize, if such antempties is not control by at remited or looked to any intuited:

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- (a) to face of use of tanging property which has not be physically beyond or destroyed resulting from
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- to discuss chiesed by the withdrawn, haspection, repair, replacement, or large of the cuts of the Named Spaces's product as a week completed by or for the Mandel sequent or of any property of multi-parts product as week form a part, it such analysis, work as pickurity are visibility with local the market as inout yet because of any hasse, it suspected defect of deliciously therein.
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  - (i) the explosion hazard in connection with operations identified in this patter by a circulfunition code manufact which includes the symbol "a".

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  - (B) any other percen while specialing with the parmission of the Named interest any acts against participation in the pame of the Ramed lateral and any person or unpacketion reguly responsible for such specialists, but only if there is no make valid and anthropism for machine analysis, where we a primary of precess heals, so such person or organizations.

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- (2) property destript to property owned by, rended in, in charge of or to pict by the Marind Hauved, or the employer of any receive destrokes

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# III. UMTIK IV CIARILERY

Pregardieur of the member of (1) interests under this patier, III parsons or organizations who system boddly injury or property damage, or III claims under or ories aronate as account at boddly lapsey or property shared, the Campany is hability in limited as follower.

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Coverage 6—The test Limits of the Company for all descapes and as Albania manage sustance by one or made pathons or argue, stone at least of the test of the forest of the

Subject to the phone provides emporing "auto accurrance," the total liability of the Company let all domains because of all properly domain which this provening motion and described in any of the Combons subparagraphs below wheal not exerced the limit of property organic, facility stated in the Sectionalists of "aggregation".

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# PREMISES MEDICAL-PAYMENTS INSURANCE COVERAGE PART

# L COVERAGES - PREMINER MENCAL PAYMENTS

The Company will pay to or for each present who experies bodily injury courses by additions of reasonable medical experies incorred within new year from the date of the accretion of account of such bodily right, provided such bodily right affects on the conditions with the present or the appealance with the present to which any Newton Instruction and present to which are Newton Instruction and present to which the present of the present

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  - (ii) year concern by any beginned by any person in the concern of his employation by any beginned;

but this exclusion does not expery to our puriting of an emptopolita an intermed promises. If such entermobile is not counted by an normal syrbonical or by the featured;

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- (4) arising out of operations performed for the Named Incurred by independent permanent order than 10 resintentials and repair of the insured provides or full measured alterations as such provides which the rest involve thanging the size of or moving buildings or determinant.
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- (4) the forest, whether or our declared, cost way, insurancians, rebellion or evolution. Or to tray act or candidos incident as any of the foregoing.

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- (3) to any person while emproped in manuference and reside of the interest mercales at Billiother, depreciate of their contribution of such mercales.
- (3) so any pisson placebing, immuniting or punicipating in any physical canonal, sport, administration or constant unless a premiuse. Charge in one-seed for sport selection in the policy with respect to Promise Medical Payments Covernge;
  (4) to any readest selection for services by the Namest Jerusest, pri-employee.
- (d) to any reaction become for services by the Hampel Jesured, pri employed thereof or any purson groups before under systematic to the Harpel Instead to purpose such services.

# 2. UMITS OF LIABELTY

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"medical septemb" reservations for reactions medical, a relial, a ray and denot service, including prestration devices, and reference or buleron, because of the contract of t

# AV. POLICY PERMA: TERRETORY

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# Y, ADDITIONAL COMPINSK

# Marinal Reports: Proof and Payment of Claim

As soon as precioable the injured person or someone on his begins shall give to the Congravy winners peopled claim, under each if received, at J shall, after each agreem from the Company, assesses authorization to emphasize Company to single reading termination by physical exercises of months. The injured person that submit to physical exercisation by physical exercisation by physical exercisation by physical exercisation by the Company what and as place at the Company pay resonantly supples. The Company of the injured person or any person of enganization reading the service state of the personal physical exercises of facility of any engangement and physical exercises. The company of the Company of the Company of the Company of the Company.

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# EXCLUSION

(Completed Operations Nazard and Products Hazard)

It is agreed that such insurance as is afferded by the Bodily Inputy Liability Coverage and the Property Camage Liability Coverage does not apply to bearing or praparty damage included writes the Completed Operations Hazzed or the Products Hazzed.

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भिक्रावार्थ (त्रांशास्त्र)

Countersigned by ___

(Authorized Representation)

This enderstanced modifies such resustance as is affected in the provisions of the policy relating to the indice one

COMPREHENSIVE GENERAL LIABILITY INSURANCE DRUGGISTS LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE STOREKEEPERS INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE PREMISES MEDICAL PAYMENTS INSURANCE GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION-SOUTH CAROLINA

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This madigramment produces such insurance as a alterest by the productor of the policy relating to the following:

GENERAL LIABILITY INSURANCE
SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

# AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

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	BROAD FORM PROPERTY DAMAGE ENDORSEMENT (Excluding Completed Operations)	SPECIMEN From 55	
Named Insurant	Policy Mumber		
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This endangement modifies such presences as is alibrated by the provisions of the policy relating to the fallowing:

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANGLORDS AND TENANTS LIABILITY INSURANCE CONTRACTUAL LEBILITY INSURANCE

is is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

A. The exclusions relating to property stange to (1) property owned, accupied or used by an remail to the instruction in the care. Custody or control of the instruct or to which the instruct is far any purpose exercising physical control and (2) work performed by or on tehalf of the Normal Instruction chains out of the work or any portion thereof, or out of systemists, parts of equipment furnished in connection thereofin, are replaced by the following standarders (w) and (x):

### (w) to exoperty denings

- (1) to property owned or occupied by or rented to the Insured, or, accept with respect to the use of disjutors. to exeperty held by the insured for sale or entrusted to the insured for storest or sefekteping,
- (2) accept with respect to finishing great a written sidesystic agreement or the use of elegators to
  - is) property while on premise owned by ar recited to the feeling for the purpose of having operations performed on such property by or on behalf of the linearist,
  - (b) these or equipment while being used by the insured in participants his operations,
  - its property to the custody of the insured which is to be installed, arened or used in construction by the leaved.
  - $^{ ilde{l}}$  (d) what particular part of any property, not on promises exercid by or remaid to the insured,  $^{\circ}$ 
    - (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage which put of such operations, or
    - (ii) out of which any property damage arises, or
    - (iii) the restoration, repair or replacement of which has been made or is requestry by reason of faulty workmanufula therean by or on behalf of the insured;
- is) with respect to the consisted operators herest (if the insurance otherwise applies to property classes; included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property demap to work performed by or on behalf of the Named Insured acting out of the wisk or any portion thereof, or out of materials, parts of additionant furnished in connection therewish.

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B. The Insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insurant, such as but not limited to fire and Exampled Coverage, and the "Other Insurance" Condition is amended accordingly.

Authorized Agent

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- [3] to the property demails described in unique agraphs (1) and (2) and appearably with respect to each project away from premised described for the Mannas (observed)
- $\phi$  to the seas of the damages for all both figury and preserve decreases described in subparagraph [3]; and
- (ii) 100 the property demands described in endouragraph (4) and supermely with matters to each project away from premises of end by or provided to the blance inspect.
- (c) For the surpose of dynamicing the text of the Company's liability, all hodily valvy and passenty stategy existing out of companions in represent containing the passent contains shall be considered as bright out of this occurrence.

**AUTHORISE Agent** 

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### NUCLEAR ENTRGY LIABILITY EXCLUSION: (BROAD FORM)

This evolution modifies the previsions of this auticy raigning to ALL LIASILITY AND MEDICAL PAYMENTS insurance other than comprehensive personal and farmer's comprehensive personal insurance.

#### Take policy date; and apply:

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- e. Under any Unbilly Coverage, to social mining or stopperty Samuge;
- (ii) with respect to which an insured when the policy is also un insure Those a number annual facility code; coded by Nocider Selector Liability inductions described, focus Atomic Energy Liability Orderwised, or 1990 to an induced under the code of the code any such Jahay but too as asmiration upon education of its bod of fability; or
  - (2) resulting from the hazardous propurties of nuclear measured and with respect to which is; any person of organization is countred to maintain financial potentials pursuant, to the Alonde Energy Act of 1956, or any law attentions of successful to the insules in, or had this notice not been issued would be, excited to indemnity from the United Surrey of America, or any against thereof, which are person or United States of America, or any against thereof, with any person OF CHICAGO,
- 2. Under any Modical Payments Coverage, or under any Supplementary Payments per taken relating to first aid, to expense housing with neapeon to haddy injury resulting from the headstone properties of number manufacture and of the expension of a nuclear feeling by any parson or and straing only of the expension of a nuclear feeling by any parson or properties.
- c. Under any List Exy Couprage, to heefly injury of property damage resulting from the texts libus properties of attems material. It:
  - (1) the nuclear metaries (a) is at any nuclear facility granted by, or on behalf of, an insured, or its last harm discharged or dispersed statistics:
  - (2) the suclete material is conceined in soon fuel or where or ear time possessed, handled, upod, processed, stored, transported or disposed of by or on lebels of an intented; or
  - (3) the bodily injury or processy demands arises out at the hundring by an insured of devalute, marginals, parts or equipment in synapolitic with the planning, consputation, maintaneous, operation or one of any nuclear family, but it cann feelily is formed which the United States of America, it appropriate or parameters, or Careate, this mediation (3) applies only to proceed when a such restains (a) programmy to proceed when the programmy the process of the process o

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- tree 27 "Numer Plane", meens source meters, especial message in secu-
  - [3] "Source material", "Experie nuclear material" and "by-protect material" have the mornings great their to the Attenia Energy Act of 1954 of it any level amendatory thereof;
  - (4) "Spent lust" means any fuel element or fivel eath; jrient, solid or fi-quie, which has been used or account to radiation; a a methor res-
  - (S) "Whate" means any waste material to come ing by-product material atter that takings of whites produced by the satection of material left of the processed primarily for its source material content, and the fraction from the spendigm by any across or experiment, and the prices helicy to spendigm by any across or experiment, and the prices helicy to charte under the first two immegraphs of the delyacer of musicar
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The Numbel Printings shall maintain records of state appropriate as is Assessing for promising companions, and shall and dopies of Such records to the Company as the und of the policy period and at such dense during the pulsar period ag the Company may direct.

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#### IL LIMITE OF LIABILITY

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### IIL ADDITIONAL DEPARTIONS

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- miles where "and express in heathy makes, sight, stay and denia services, including prosterior interest, and recovery as-

### N. POLICY PERIOD: TERRITOR

The insurance applies only to assistants which occur during the pulley period winds the United States of America, its profession or presentation, or largely.

### V. ADDITORAL COMORTON

### Medical Apperest Front and President of Claim

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### _SPĖCIMEN FORM

From SSU

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(The inflaming information is required only when this conformation is proported to proportion of policy.)

Endocaement effective

Policy No. = 1

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This endocument modifies tech insurance as is altered by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE.
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL FAYMENTS INSURANCE
GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

is expressibled that part of the elements beverage exclusion which relates to the gathon, excelor or giving of any plantalis becoming (a) to a furner under the influence of algebraics (b) which common or contributes to the interiorization of any purson, is decisied.

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GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

### AMENDATORY ENDORSEMENT-ADDITIONAL DEFINITION

It is about that the following deficition is retaint.

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<b>UN</b>	BROAD FORM PROPERTY DAMAGE ENDORSEMENT (Excluding Completed Operations)	SPECIMEN
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This and present modifies such insurance as is afforded by the prentitions of the palicy relating to the full during:

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COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INGURANCE

It is agreed that the imprance for property decoupe Rebillty applies, subject to the following additional provisioner

A. The exclusions relating to property damage to (1) property owned, occapied or send by or remed to the Insured of In the ware, custody or control of the instead or at to which the located is for any purpose excressing physical control and (2) work performed by or on behalf of the Namual Insured ensing our of the work or any portion thereof, or out of Asstarials, parts or applicament furnished in connection therewith, are replaced by the following exclusions (w) and (x):

### (w) to property damage

- (1) to property award or accupied by or renewl to she insured, or, amount with respect to the use of elegiture, in property held by the insured for sale or engineed to the insured for storage or safekeeping.
- (2) example with respect to liability under a written sidewalk agreement or the cas of elevators to
  - (in) property while on premier owned by or rested to the insured for the purpose of having operations performed an each property by or on behalf of the insured.
  - this took or equipment while being used by the inscreed in partnershing his operations,
  - (iii) property in the custody of the institut which is to be installed, erected or used in construction by the fricured.
  - (d) that particular part of any property, not us promises evened by or renard to the Insured,
    - (i) upon which operations are being performed by or on behalf of the inquest at the time of the impact. damage arising out of such operations, or
    - (ii) out of which any property damage wises, or
    - (III) the remarkdon, repair or replacement of which has been made or is necessary by respon of faulty workmanship theresa by or on beistly of the insured:
- behular example to telegal adversaries assessed to the bestell statement betellates are or seepast for the less within such hazard) and with respect to any elamiflaction shown in the declarations at "including complete," operadons", to property distrings to work performed by or on behalf of the Named Insured arising out of the word or any partion thereof, or out of materials, parts or equipment ferminist in againstian thereofts.

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8. The injurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion shereof) evallable to the insured, such as but not limited to Fite and Extended Contrage.

Builder's Rick Coverage or insultation Risk Coverage, and the "Other insurance" Condition is amended accordingly.

Authorized Americ

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**BLANCOLTACKABERY** 

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	AMENDMENTS — LIMITS OF LIAB (Single Limit) (Individual Coverage Aggregate Lin	SPECMENTOHA:
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COMPREHENSIVE GENERAL LIABILITY INSURANCE AND ADDRESS. COMPLETED OPERATIONS ANOT RODUCTS LIABILITY INSURANCE . .. CONTRACTUAL LIABILITY INSURANCE

MANUFACTURERS' AND CONTRACTORS; LIABILITY INSURANCE -:- -OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

It is agreed than the provisions of the policy combined "Light's Of UARRITY" rotating to Beetly bejony Uability and Proporty Carriage Lighting and America to read as follows:

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- Regardess of the number of (1) Immedia were this policy. (2) consons or experiessings who sustain body thiny of preperty demage, or (3) steins - make or substituting on account of basily injury or property demage, the Company's Sobiley is Emited as release: Sodily injury Cabillay and Property Damage Libbillay

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    - If Philips Completed Companies insurance is efforced, of bodily injury and property despays included within the completed formation between houses and all bodily injury and property decrease included within the propleted housest;
    - (4) To Congressial Listifity insurance is allowind, all property demage for which repility is established under any contract to vehicle that Ciproscount Libbity Insurance app

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- to the property change described in subparagraph (4) and separately with respect to each project away done principles original by or rangel to the Manual Inspect. (A) to the assistant dust
- (c) for the purpose of determining the emit of the Company's lighter, all boddy many and property damage anding out of ton private objected excellent to substantially the came general concluse to company out of one eccurrence.

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CEVERAGE PARTS

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CTAL ADVANCE PREFIUM (PREMISES MEDICAL PAYMENTS INSURANCE)

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[O-5F5] GERERAL LIABL STO. PACV. JACKET L0-5F12 CCMPREHENSIVE GENERAL LIABILITY INS. LD-5F93 PFEHISES MECICAL PAIPERTS INSURANCE LD-5F54 PERSONAL INJURY LIABILITY INSUPANCE GL-2006 ACGITICAAL INSUREC (EPPLOYEES) GL-2164 EXCL.-COMPLETED GPERS. & PRODUCTS HAZAFO UL-CLU4 AMENG OF ALCOHOLIC BEV EXCLESC. CARCLINA! G.L.-AMERICATORY EACT-#CEL DEFINITION. GL-COIS LD-4F12 SACAD FORK PROPERTY CAR-EXCL. COMP. SPER

THIS CICLARATION AND COVERAGE PARTISS, WITH POLICY STANCARD PROVISIONS AND EXCERSINENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE. ISSUED TO THE NAMED INSURED. SIPILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

LD-FF56

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CUMPREHENSIVE GENERAL LIABILITY INSURANCE

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EACH DCCURRENCE 150,000

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PERSONAL INJUNY LIABILITY INSURANCE

AGGREGATE \$100,000

PREMISES MEDICAL **PAYHENTS** INSURANCE

EACH PERSON

BACH ACCIDENT

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LD-SF96

ELLANATIONS - GENERAL LIABILITY POLICY  EDISSIED  INTI SCRAP IRON C METAL CO., INC  OO MAGNESS DRIVE  PARTAMBURG  S. S. P. E. O. U. E. S. P. L. O. C. P. T. I. C. S.  JUSTICH NUMBER AND ACCRESS  1. 306 MAGNESS URIVE, SPARTAMBUNG, S.C.  S. C. M. E. D. U. L. E. O. P. C. D. V. E. R. A. G. E. S.  HE CLASSIFICATION AND RAFING USED IN THIS POLICY ARE DEVELOPED BELOW AS FOLLOWS  FIRST LINE  CLASS CODE  CLASSIFICATION DESCRIPTION  SECOND AND SUBSEQUENT LINES  DOCATION  COVERAGE  PREMIUM BASIS THE FOLLUBING CODE DEPINITIONS APPLY:  PAYROLL - PER 3100 OF PAYROLL  IMPREMENSIVE GENERAL LIABILITY INSURANCE  INSURANCE  THE FOLLOWING DISCLOSES ALL HAZARDS INSURED MEREUNDER KNOWN TO EXIST AT THE  FECTIVE DATE UP THIS PULICY, UNLESS OTHERWISE STATED MEREUN  PREMISES - OPERATIONS HAZARD  1 P. DAGG I IRON OR STEEL SCRAP DEALERS  1 P. LZODO - 5700 684  PU P. LZODO - 5700 684  PU P. LZODO - 5700 686  ESCALATURS HAZARD (NUMBER AT PREMISES)  NOONE KNOWN AT INCEPTION -  COVERED, IF ANY EXPOSURE, AT. COMPANY'S NAMUALS OF RULES AND RATES	J. S. S.		<del></del>	185	<u>.</u>	NCE	: (1	MPA	YK	OF N	DRT	HA H	ĒR.	<u>ته</u> ارسیا		POHCY	DENTIFIC	ATION .	
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	NS. ANCE COMPANY OF	NORTH ANE	A POLICY II	DENTIFICATION
	No. 10 Table 50 Table 50	Other Action	CLP C	0 37 20 63
DECLARATIONS + GENERAL	7 4 margin 1 2 mg			
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3-17982 81 80		NGC Any Any		
• •				
PRO	DUCTS - COMPLETED D	PERATIONS H	CRASAL	
EXCLUDED			·	
TOTAL ADVANCE PREMIUM (C	OMPREKENSIVE GENERA	L LIABILITY	INSURANCE	\$1,290
PERSONAL INJURY LIABILIT	Y INSURANCE	•	-	
AS DESIGNATED IN THE C	OVERAGE PART, THE F	CCFOMIKE		

"GROUPS OF OFFENSES" ARE COVERED:

GROUP A,B,C

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT PERSONAL INJURY EXCLUSION "C" IS ELIMINATED.

TUTAL ADVANCE PREHEUM (PERSONAL INJURY LIABILITY INSURANCE)

\$103

### PREMISES REDICAL PAYMENTS INSURANCE

LUYERAGE		PREMIUM
	·	
A. PREMISES & OPERATIONS		434
B. ESCALATORS		NOT COVERED
C. SPURTS ACTIVITES		NOT COVERED

TUTAL ADVANCE PREMIUM (PREMISES MEDICAL PAYMENTS INSURANCE)

134

		195	ANCE COMPANY OF NORTH AMEL LA	POLICY IDENTIFICATION
			A STATE OF THE STA	GLP GD 37 20 6
		BAL LIAB	ILITY POLICY	
MED INSURED HINTZ SCR. 306 MAGNE. SPARTANBUI	AP IRON & S SS DRIVE		. INC SC 29303	
. <u> </u>		A D J I	TIGNAL COVERAGE	5
ISMEZROGAE REBMUN	ממנו	 5 E	ENGORSEMENT DESCRIPTION	PREMIUM
L <b>C96</b> 8			OLTIONAL INSURED (EMPLOYEES)	\$ <del>4</del> 5
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11 <del>11</del> ,5	PRE	MIUM	SUMMARY INFORMA	ROIT
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	EDICAL PAY		SURANCE	\$34
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			AYMENTS INSURANCE	
			ABILITY INSURANCE	
			(EMPLOYEES)	•
			ERS. & PRODUCTS HAZARD BEV EXCLISO.GARDLINA:	
			DI-ADDL DEFINITION	•
			Y OAN-EXCL. COMP. GPER	
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DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE. ISSUED TO THE NAMED INSURED. SINILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.

LD-95-96 THE OF THIS DOCUMENT HAVE BEINSELT TO

ENSI	NCE COMPANY OF N	ORTH AMER A	POLICY IDENTIFICATION
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ECLARATIONS - GENERAL LIAB	LETY POLICY	<del> </del>	
IINTA SCPAP IRON & METAL CO.	INC	-	i
SUG MAGNESS DRIVE	.		1
,PARTANBURG	SC 29303	•	
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COVERAGE PARTS	Ļ	INITS OF LIA	BILITY
	. POOILY I	NJURY	PROPERTY DAMAGE
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DECLARAT	IONS - GENERAL LIABILITY POLICY			•		
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306 MAGN Spartane	E\$5 DRIVE URG SC 29303	A Straight Straight				
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	PRODUCTS - COMPLETED OF	PERATIONS H	AZARD			
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	ENT ENDORSEMENT DESCRIPTION AND SPECIAL CONDITIONS	-		PR	LE KI UM	
٠	UNDER THIS ENDORSEMENT THE PREMIL 15.0% OF THE TOTAL GENERAL LIAB! AND PROPERTY DAMAGE PREMIUM AS O DETERMINED	ELITY BODILI		LAFFA	134	
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	PREHIUN SUNMARY	INFOR	HATE	אס		
	SIVE GENERAL LIABILITY INSURANCE		•		\$1,80	
ADDITIONA	L COVERAGES TOTAL ADVANCE PREMI	i i i i i i			\$27 \$2,07	
	TOTAL AUTHOR THEN				02,00	
	FORMS AND EN		ENTS			
	ENDORSEMENTS ATTACHED TO POLICY AT	INCEPTION				
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.D-9F72 .C-994	COMPREHENSIVE GENERAL LIABILITY IN EXCLCOMPLETED OPERS. & PRODUCTS	5. ur <i>tae</i> n				
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	RAP IRON & METAL	CO. INC				
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	ray Lean & Mickel Co	1	
Folioy Symbol	Pulley Namber	Policy Period	Effective Date of Endonsment
	CO 22 27 61 6		12/27/61
lesued By (Nam	a of Insurance Company)		
Industrial (	Company of Morth	America	

Ingers the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

In consideration of me additional premium of \$102, (Circled (94, EI (4. 15). It is bereby agreed and understood that the policy is accorded as follows:

- 2) Form LESP\$4, Personal Enjoyy Linkility Innumence Coverage Part, is added to the policy. The limit of linkility for this accurage in \$300,000 each person aggregate, \$300,000 general aggregate. Excitation "C" is deleted from this coverage part. The annual additional provides for the coverage is \$151, (divided \$152, NI (0. PS).
- 3) Form LESP93, Ennaises Medical Engeneric Immemore Coverage Best, is sided to the policy. The limit of liskility for this coverage is \$500 each person, \$10,000 each socident. The annual miditional provides for this coverage is \$38, (divided \$50, NI \$8. Pp).
- 4) Form 194712, Broad Form Esopurty Dames Endocument (excluding completed operations) is added to the policy. The exempl side-time! promise for this converge is \$79. (distilled \$0. XI \$79. PD).
- 5) From LC968, Additional Tenural (ampleyees) is added to the palicy. The expent additional promises for this opening is \$263. (Almbied \$64, \$2 \$63. PM).

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Authorized Agent

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12/27/81 Issued By (Name of Insurance Company)

MARGORA SUSTINE OF ENTANTINES COMPANY

GLP CO 22 27 01 0

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Insurance Company of North America

The above is required to be completed only when this endottement is issued subsequent to the prederation of the policy.

Palicy Number

This enforcement modifies such insurance as is allorded by the provisions of the policy relating to the following.

COMPREHENSIVE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE

It is agreed that the insurance for property demage liability applies, subject to the following additional provisions:

A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

### (w) to property damage

- (1) to property owned or accupied by or rented to the intuited, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping.
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to

  - (b) tools or equipment while being used by the Insured In performing his operations,
  - (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured.
  - (d) that particular part of any property, not on premise; owned by or ranted to the insured,
    - upon which operations are being performed by or on behalf of the Insured at the time of the property
      damage existing out of such operations, or
    - (ii) out of which any property damage prices, or
    - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (x) with respect to the completed operations hazard (if the innurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insurad action custof the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Cont'S, on Revenue)



### ADDITIONAL IRSURED (Employees)

Manned Losuced

Mints Screp From & Metal Co., Inc.

G.P 00 22 27 01-5"

Policy Period

Effective Date of Endorsement

12/27/81

found by Name of Insurance Company)

Incarence Company of North America

The above is required to be completed unit when this whom terror till the plant in the plant in the plant is the plant in the plant in

This endorsement modifies such insurance as is afforded by the provisions of the policy reforms to the lotte-ing

COMPREHENSINE GENERAL LIABILITY INSURANCE MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE OWNERS', LANDLORDS' AND TENANTS' LIABRLITY INSURANCE STOREKEEPER'S IMSURANCE

It is agreed that the "Persons Insured" provision is amended to include any employer of the firmed insured while acting within the scope of his dulies as such, but the insufance attorded to such employee does not apply-

- 1 to bodily injury to (a) another employee of the Nomed Insured arising out of air in the course of his employment or (b) the Romed Insured or, if the Named insured as a partnership or joint venture, any partner or member thursel;
- 2 le property damage la property owned, occupied or used by, rested to, in the case, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the Named Insured or (b) the Named Insured, or, if the Named Insured is a gartnership or mont venture, any patines or member thereof

(C-962 (C) 90 7-28-66 Printed in 9.8.A.

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### INSURANCE COMPAN: OF NORTH AMERICA, PHILADELPHIA PENNSYLVANIA

NEURED
12 SCRAP IREN & HETAL CO. INC.
MAGNESS CRIVE
RTANBURG SC 29303

GENERAL LIABILITY POLICY

STANDARD PROVISIONS

4 Stock interests Company, herers to se the Company

in consideration of the payment of the precision, in release upon the statements in the declarations made a part better and subject to all at the terms at this policy, acres with the Named Instruct as follows:

### COVERAGE

Coverage is affacted under this gettry in accordance with the specific Coverage Parts identified in the Declarations as being a part of this policy.

#### SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of limbility:

- (a) all expanses incurred by the Company, all casts treed against the latested in any cost defended by the Company and all enterest on the entere amount of any judgment therein which accrees after entry of the judgment and before the Company has paid at lendined or seposited in court that part of the judgment wheet does not exceed the limit of the Company's lightly thereor;
- (b) premiums on appeal bonds renewed in any such suit, stemforms an bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the case of buil bonds required
- of the insured because of accident or treffic law violation arising out of the use of any wehicle to which this passer applies, not to exceed 3250 per ball band, but the Company shall have no obligation to apply for or furnish any such bands:
- (c) expenses incurred by the Instead for first aid to others at the time of an accident, law boddy injury to which this policy applies;
- (d) repainable expenses incurred by the Insured at the Company's request to assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### DEFINITIONS

When used in this policy lincluding endocuments forming a part heresile

"ariomobile" means a land moter relicie, trailer or senitration designed for travel on public routs (including any machinery or appurates attached thereto), but does not include mobile equipments

"Bedly injury" means hoolly injury, sitkness or disease sustained by any person which occurs during the naticy period, including death at any time resulting therefore.

"tellague hazard" includes "structural property damage" on defined harals and property damage to any other property at any time resulting therefrom. "Structural

property damage it means the collapse at ar structural injury to any building or structure due to 111 grading of land, excavating, barrowing, killing, back-filling, turnelling, pile diving, collared an work or casistan mark or 121 moving, sharing, underpinning, relating or demolition of any huilding or structure or removal or rebuilding pi any structural support thereof. The collapse housed does not include property damage (1) missing out of operations performed for the handed insured by independent contractors, or 121 included within the completed operations because or the underground property damage huzard, or 130 for which fiability is assumed by the insured order as mediatental contract.

"completed operations bazard" includes badily injury and property damage arising out of operations or reliance upon a representation or narranty made at any time with respect thereto, but only if the boully injury or property damage occurs eller such specialises have been completed or abandance and occurs away from processes owned by or sented to the Manned insured. "Operations" include materials, parts or aquipment furnished in ponnection therewith. Operations shall be diamed completed at the switest of the following limes.

III when all operations to be performed by or on behalf of the (famed instruct under the contract have been completed,

- (2) when all operations to be performed by at an behalf of the Named insured at the site of the operations have been completed, or
- (3) when the pertion at the work out of which the injury or demaga arises has been put to its intended use by any person or organization other than another contractor or subcontractor angaged in performing operations for a principal as a part of the same project.

Operations which may require turbon service or maintenance work, or correction, repair or replacement because of any delect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the hoully injury or groperty durante arises out of a condition in or on a vehicle created by the leading or unleading thersof.
- the existence of tools, uninxfolial equipment or abandonal or unissed maleriots, or
- (c) operations for which the classification stand in the policy or in the Company's manual specifies "including completed operations";

"elevator" masse any hoisting or lowering device to connect floors or landings, whicher or not in service, and all appliances thereof including eny car, platform, shall, hoistway, stairway, nonery, power equipment and machinery, but does not include an automobile servicing hoist, or a holst without a flatform outside a building if without nechanical power or if not attached to building subtly or a find or material hoist used in attention, construction or demolition operations, or an inclined conveyor used exclusively to carrying property or a fundamental race exclusively its corrying property and have a compartment height not exceeding four feet.

### DEFINITIONS CONTINUED

"explosion hours" includes properly damage arising out of blesting or explosion. The explosion hasnes does not include properly damage (1) arising out of the explosion of six or steam waxeds, puping under processes, prime movets, machinery or power transmitting equipment, or (2) arising out of operations performed for the damed losseed by independent contractors, or (3) includes within the constitute operations bazard or the underground properly damage hazard, or (4) for which liability is assumed by the Unswed under an incidental contract;

finedontal contract" means any written (1) lease of previous (2) examined agreement, except to connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) side-track agreement, or (5) elevator maintenance agreement;

"Institute" means any persons or organization qualifying as an insured in the "Persons Insured" provides of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or soil is brought, except with respect to the limits of the Company's liability:

"mobile equipment" means a land vahicle lincheding any mechinery or apparatus attached thereto), whether or not self-propolled, it] not subject to motor vehicle registration, or (2) maintained for one exclusively on premises owned by or mated to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole ourpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, showeds, toaders, diggers and fills; concrete mixers tolter than the mix-in-transit type; graders, scrapers, rollers and other read construction or repair equipment; sircompressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well surviving equipment;

"Named Insured" means the person or organization camed in the declarations of this policy;

"Ramed Insured's graducts" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others tracking under his name, including any container thereof bother than a vehicle, but "Ramed Insured's products" shall not include a rending muchine or any property other than such container, rented to ar located for any of athers but not said;

"accurrence" means an accident, including continuous or reposted exposure to conditions, which results in bodily injury or properly damage neither expected and intended from the standpoint of the insured;

"palicy territory" regard;

- ill the United States of America, its territories or possessions, or Conada, or
- (2) international waters or air space, provided the bodily brighty or property damage close not occur in the course of travel or transportation to or term unit other country, state or ration, or
- (3) snywhere in the world with respect to damages because of bodily injury or properly demage wissing out at a product which was sold for use or consumption within the lecritary described in paragraph (1) shave, provided the original stail for such damages is brought within such territory;

"products hazard" includes bodily injury and property demage attemp out of the Named Insured's products or reliance upon a representation or warranty stade at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or renied to the Named Insured and alter physical possession of soch products has been reliablished to others.

"property during in means (1) physical injury in an destruction of familiable property which occurs during the policy parlod, including the loss of use thereof at any time resulting thereform, or (2) loss of use of tangible property which has not been physically injuried or destroyed provided such loss of use is caused by an occurrance during the policy period.

"anderground property damage bazard" includes underground property damage as deliced herein and property damage to any other property at any time resulting thursfrom. "Underground property damage to are conduits, pipes, mains, servers, looks, luminels, any smaller property, and any apparaturs in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing. Sting, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arrange out of spectrums performed to the found include property damage (1) arrange out of spectrums performed to the found include property damage (1) arrange out of spectrum the compoleted spectations hazard, or [1] too which (lability is assumed by the insured under an incidental contract.

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PRENIUM PAYMENT CONCITIONS

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DVANCE PREMIUM (TETAL)

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COVERAGES AND LIMITS DF LIABILITY

HE INSURANCE AFFORDED IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING PARTS AND OVERAGES THEREIN AS ARE INDICATED BELOW. THE LINIT OF THE COMPANY'S LIABILITY GAINST EACH SUCH COVERAGE SHALL BE AS STATED HEREIN, SUBJECT TO ALL OF THE ERKS OF THE POLICY HAVING REFERENCE THERETO.

CGVERAGE PARTS

LIMITS OF LIABILITY

BODILY INJURY AND PROPERTY CAMAGE CONSINED

BAPREKENSIVE GENERAL LIABILITY INSURANCE EACH **OCCURRENCE** \$160.000

AGGREGATE \$100,00C

REMISES MEDICAL PAYKENTS INSURANCE

EACH PERSON

EACH ACCIDENT

\$50Q

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

I, COVERAGE 4—BODILY INVORY LIABILITY
COVERAGE IMPROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

### A bodily injury or B. accounty demogra

to which this insurance applies, caused by an occurrence and the Company tent have the regime and the company tent have the regime and out to defend any surfagasant the require applied annuals of the surface out ty injury or property damage even if any of the affectable of the surface groundows, tense or fromtheest, and day make such accordance and systement of any plans or rest as a decord expedient, but the Company shall not be obligated to pay any claim of pagament of to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

#### Exclasions

This insurance does not apply:

- to to be be a summed by the insured under any obstract or agreement accept an incidental contract; but this exclusion sizes not apply to a warranty of filests or quality of the Named insured's products or a warranty that work performed by or on behalf of the florted insured will be done in a workmanithe manner:
- (b) to bodily injury or properly timeage arising out of the awnerable, maintenance, operation, use, loading or unloading of
- (1) any automobile or aircraft owned or operated by or rented or loaned to any instruct, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any fasored;

but this exclusion does not apply to the parting of an automobile so premises owned by, rested to or controlled by the Names insured or the ways immediately adjoining, if such automobile is not sweet by or rented or loaned to any insured.

- ic) to budily injury or property domage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while bring used in any presumped to organized racing, speed or depolition contest or any stuating activity or in practice or preparation for any such cuntest or activity or (3) the operation or use of any tenamobile or trailer designed for use therewife;
- (d) to bodily impry or properly damage arising set of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or sepred to any insured:
- (e) to bodily injury or property demage arising out of the avenerable, maintenance, operation, see, leading or unleading of
  - (1) any watercraft growed or operated by or resited or based to any lasured, or
  - (2) any other watercraft operated by any person in the course of his employment by any featured;

but this exclusion tiges not apply in watercraft while astone on premises award by, reated to or controlled by the flamed insureth;

- (f) to bedity injury or armosty damage arising out of the discharge, dispersal, release or ascape of smalle, vapors, sool, former, acids, alkalia, loxic chemicals, liquids or geses, waste meterials or other inflants, configurates or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage doe to wor, whether or not declared, civil war, insurrection, rebellion or revolution or in any act or condition incident to any of the faregoing, with respect 14
  - (I) fishility expursed by the Insured under an incidental contract, or
  - (2) expenses for first aid under the Supplementary Payments provision:
- thi to bodily injury or property damage for which the insured or his indusnites may be held liable
  - (1) as a person or organization engaged in the business of constituting, distributing, selling or serving alcoholic beverages, or

- (2) if mil so engaged, as an ewner or lessor of pramises used for such purposes.
- If such liability is imposed
- is by, or because of the vicibilion of any statute, ordinance or regulation pertaining to the sole, giff, distribution or use of any atcompic beverages, or
- fid by reason of the setting, serving or giving of any alcoholic hoverage is a minor or to a series under the influence of alcohol or which leaded in clearly to the interpret of all any overthe
- Let part of or the execution been not apply with factors of the incomes of the incoming at the incoming of the contract of th
- to any obligation for which the insured or any certier as his insured may be held liable under any workmen's companiation, unemployment componention or disability benefits law, or upder any similar law;
- (i) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but IMS exclusion does not apply to liability examined by the injury under an incidental contract;
- NA la property demage to
  - (i) property award or occupied by or runted to the insured,
  - (Z) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which like insured it for any purpose exercising physical control;

but parts [2] and (3) of this exclusion do not apply with respect to Hability under a written sidefrack agreement and part LN of this exclusion does not apply with respect to property damage latter than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Hamed Insered;

- (8) to property demage to premises alienated by the Named Insuled arising out of such premises or any part thereof:
- (an) to less of use of langible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or tack of performance by or on behalf of the Marrid insured of any courtney or agreement, or
  - (2) the leiture of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, qualify, lithness or durability warranted or represented by the reamed insured.

but this exchasion does not apply in less of use of other langible property returning from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or as behalf of the Ramed insured after such products or work have been put to use by any person or organization other than an insured;

- in) to properly damage to the Named Insures's products arising out of such products or any part of such products;
- (d) to properly damage to work performed by or on hebati at the Named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith:
- fol in damages claimed for the withdrawal, inspection, replacement, or lass of the use of the flamed issured's products or west completed by or for the Named insured or of any property of which such products or west form a part, it such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency thereing
- (a) to property damage includes within-
  - (1) the explosion hazard in connection with operations identified in this policy by a classification under manber which includes the symbol "x".
  - (2) the collapse income in connection with operations identified in this policy by a classification code number which includes the symbol "c".
  - 13) the underground property damage hazard in commetten with operations identified in this policy by a classification code number which includes the symbol "a".

(over)

### II. PERSONS INSULED

Each of the following is an insured under this insurance to the extent set touth below:

- (a) if the Named housed is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which ha is the sole proprietor, and the appuse of the Named Inserted with respect to the conduct of such a business;
- (b) If the Named lawred is designated in the declarations as a partnership or joint vanture, the partnership of joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the Namud Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the support his duffer as such;
- (d) say person father than an employee of the Named Insured or organization white acting 46 fbm estate manager for the Named Instruction, and
- (e) with respect to the couration, for the purpose of locamorian upon a public highway, of mobile equipment registered under any motor vehicle registration law,
  - (i) an employee of the Hamed Insured while operating any such equipment in the course of his employment, and
  - 50 any other person while operating with the permission of the Hamed insured any such equipment registered in the name of the Hamed insured and any person or organization legally responsible for such peraction, but only if there is no other valid and collectible insurance available, either on a primary or excess besis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) hodily injury to any fellow employee of such person injured to the course of his employment, or
- 12) property damage to property owned by, rented to, in charge of or occupied by the Named insured or the employer of any person described in subparagraph (ID.

This insurance does not apply to bedily injury or property damage arising out of the conduct of any parinership or joint venture of which the insured is a partner or member and which is not designated in this policy as a Named Insured.

### HE CHANTE OF LINGUITY

Regardless of the number of (1) leasteds under this policy, (2) parsons or organizations who testain bedly injury or property damage, or (3) claims made or saids brought on account of bedity injury or property damage. The Company's limbifity is limited as (offices:

Coverage 4—The lotal III. ... y of the Company for all demages, including dentages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one accurrence about not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence". The total Bability of the Company for all demages because of (1) all bodily injury included within the completed operations bazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "apprepaie".

Coverage 8—The total liability of the Company for all damages because of all property damage southined by one or more sersons of organizations as the result of any one occurrence shall not except the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the main liability of the Company for all damages because of all property damage to which this occurring attributes and described in any of the humbourer laborators are property damages are all property damages are all, classes in the declarations as "aggregate".

- (1) all preparty damage crising out of premases or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which tiability is assumed under any incidental contract ratating to such premises or speculions, but secluding praperty damage included in subpartigraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the Manach Insured by independent contractors and general supervision thereof by the Manach Insured, including any such property damage for which Eablily is assumed under any incident contract relating to such operations, but this subparagraph (2) does not include property damage existing out of maintenance or repairs at premises awared by or rented to the Named Jasured or Structural attestions at such premises which do not implie changing the size of or moving buildings or other structures.
- (3) 38 property damage included within the products bazord and all property damage included within the completed operatoristics bazord.

Such aggregate limit shall apply separately to the property damage described in Subperagraphs (1), (2) and (3) shows, and under subparagraphs (3) and (2), separately with respect to each project gway from proprises owned by or resided to the Named Institute.

Coverages A and B—For the purpose of determining the limit of the Company's Bability, all bodily injury and grapisty damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

### IY. POLICY TERROTORY

This insurance applies only to bodily injury or property demage which accors within the policy territory.

When used in the declarations as a basis of pramium for this coverage;

- (I) "admissions" means the hotal number of persons, other from employees of the flamed insured, admitted to the event insured or to events conducted so the premises whether on paid admission tickets, comprimentary tickets or passes,
- (2) "frammeralism" means the entire remuneration around during the policy period by proprietors and by all employees of the finned insured other then charifeers fancing operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration min applicable in accordance with the manuals id use by the Company;
- 130 "receipts" means the great amount of manay charged by the flamed iscured for such operations by the Named Insured or by others during the policy seried as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes lases, other than taxes which the flamed insured collects as a separate light and results directly to a governmental direction;
- 44 "cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured during the period by independent contractors of all work left or sub-let in connection with each specific project, including the cost of all later, materials and equipment fermished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all lees, allowances, bounted or commissions made, paid or due;
- (5) "spice" makes the gross amount of mancy charged by the fluxes insured or by others trading under his name for all goods and products said or distributed during the policy seriod and charged during the policy seriod and charged during the policy period for installation, servicing or repair, and includes taxes, other than faxes which the fluxed instared and such others called as a separate them and remit directly to a governmental distribute.



GL 00 19 07 78

This enderstands from a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated betwin.

(The following information is required only when this andorsoment is justed subsequent to preparation of policy.)

Endorsument Effective

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COUNTERNI ENERS	27		
•	•	(Assignizes Representative)	

This and manufactured modelies such insurance as 4 different by the provisions of the policy relating to the column of

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

**BUSINESSOWNERS POLICY** 

## AMENDATORY ENDORSEMENT-ADDITIONAL DEFINITION

It is agreed that the tollowing definition is added: .

"leading or valenting", with respect to an antomobile, makes the handling of proceedy after it is moved from the place where it is accepted for exercised for exercised an automobile or while it is in or on an automobile or while it is in or on an automobile or while it is in or on an automobile or while it is in or on an automobile or while it is in or on an automobile.

And include the movement of property by means of a machanical device (either than a found bruck) not attached to the automobile.

GL 01 04 (Ed. 07 95)



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise states herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by	
	(Authorized Representative)

This endorsement modules such insurance is is afforced by the provisions of the policy relating to the following.

COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

## AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

It is agreed that that part of the accomplic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a parson under the influence of alcohol or (b) which causes or contributes to the intexication of any person, is detected.



GL 21 04.

Endersoment effective	is required only when this endormement is issued Policy No.	Endorsament No.
Named Insured	i duck the	Principles ( Andrew Research of Andrew Control
11001770	Counts	(Authorized Representative)
		(wastered or
	s such insurance as is afformed by the provisions o	mi ton colors exercises in the 1- page 22
	i such insulance ta is marced by the promiting o MPREHENSIYE GENERAL LIABILITY II	
<b>U</b> UI	MPREMENSITE GENERAL CIABILITY INSURANCE	

## **EXCLUSION**

(Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodily injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Kazard or the Products Hazard.



## PREMISES MEDICAL PAYMENTS INSURANCE **COVERAGE PART**

## E COYERAGE E-PREMISES MEDICAL PAYMENTS

The Company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury flability under this policy.

#### Exclusions

This issurance ones ast agoly.

- ra ta bodh injary
  - CN abbills out of the concerns, mainteracts, sperars to the including of
    - (i) any automobile of arreads owned or operated by or senter or icanes to any insured, or
    - this any other automobile or aircraft operated by any person in the course of his employment by any Insured;
    - but this exchision does not apply to the parking of an automobile on the insured premiaes, it such automobile is not award by or rented or icanes to any lusures;
  - (2) arising out of (3) the emercials, maintenance, operation, ess, leading or unroading of any mobile equipment while being used in any pre-arranged or organized racing, speed or demointion context or in any stunding activity or in practice or preparation for my such context or activity or iii) the operation or use of any snowmobile or trailer designed for use therewith:
- . [3] arising out of the ownership, maintenance, operation, use, toading or ie. gaideginu
  - ill any watercraft owned or operated by or rented or loaned to any insured, or
  - (ii) any other welescraft operated by any person in the course of his employment by any insured;
  - but this exclusion does not apply to watercraft while exhore on the insured premises; or
- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to mny lastitude
- (b) to bedily injury
  - (I) included within the completed operations hazard or the products hazard:
  - IZ) arising out of operations performed for the Hamed insured by inde-pendent contractors other than IS maintenance and repair of the insured premises or (ii) structural attentions at such premises which de ng! involve changing the size of or moving buildings or other structures;
  - (3) resulting from the selling serving or giving of any atcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a parson under the influence of alcohol or (iv) which causes or fill to a parsen under the insurers of excepts or the Manual insured in contributes to the indexication of any person, if the Named Insured is a person or organization engaged in the business of neurosaturing, distributing, skilling or serving algoritoile beverages or, if not so engaged, is an owner or lesson of premises used for such purposes but only part (i)- of this exclusion (b) (3) applies when the Named Insured is such an owner or lesson;
  - (4) due to war, whether ar not declared, carll war, insurrection, montion or revolution, or to any act or condition incident to any of the foregoing;
- (c) to bodily injury (1) to the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the lorregaing if the bodily injury arises out of and in the course of his employment thosewith

- (2) to any other tenant if the bodily injury occurs on that part of the injured premises rented from the Named injured or to any employee of such a tenant if the bodily injury occurs on the lenant's part of the insured premises and arrans out of and in the course of his employment for the tenant;
- (3) to any person white engaged in maintenance and repair of the insured premises or alteration, demoiltion or new construction at such premises;
- (4) so any person if any Octobra for such bodily injury are payable or rending to be provided under any adversers purefector or information ment compared to be a distinct or any of the second or any at the second of the second or any at the second
- 5. to any person proof ong. Text of a or content of a large parameters a premium charge is entered for appet activities in the policy with respect to Pramises Hauling Reports. Medical Payments Coverage;
- (d) to any medical expense for services by the Named Insured, any employee thereof er any person or organization under contract to the Named Insured to provide such services.

#### 71. LIMITS OF LIMBLETY

The timit of liability for Framiers Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the Company's liability for all medical expense for bedily injury to any one person se the ratable of any one socident; but subject to the above provision respecting "each person," the total liability of the Company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or mort serious at the result of say one accident shall not account injury to two or mort serious at the declarations as applicable to "each accident."

When more than one medical payments coverage afforded by this policy applies to the loss, the Company shall not be liable for asses than the amount of the highest applicable limit of liability.

#### III. APPITIONAL DEFINITIONS

When used in reference to this insurance (including emporsements forming a part of the policy):

"insured premises" means all premises owned by or cented to the Named traused with respect to which the Named lusured is afforded coverage for bodily lajury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, 1-149 and dental survices, including prosthetic devices, and necessary ambulance, hospital, protessinesi nutsing and funeral services.

#### IV. POLICY PERIOD: TERMITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its lectifories or possessions, or Capade.

#### Y. ADDITIONAL COMDITION

## Medical Reports: Proof and Payment of Claim

As soon as practicable the injured parson or someone on his behalf shall give to the Company written proof of claim, under both if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain made all reports and copies of records. The injured parson shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may have the lowest payers of any necessor of records and exercise to service and pay the injured person or any person of organization reporting the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hermander, of the Company.



# BROAD FORM PROPERTY DAMAGE ENDORSEMENT (Excluding Completed Operations)

Named Insured		
Effective	Policy Number	
(ssued By (Name of Insurance Company)	<u> </u>	
The above is required to be complet	ed only when this ando-sament is issued subsequest to the pregat	ration of the policy,

This endorsement most us such insurance as is afformed by the organisms of the policy relating to the following.

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):
  - (w) to property damage
    - (1) to property owned or occupied by or rented to the Insured, or, except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping.
    - (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
      - (a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured.
      - (b) tools or equipment while being used by the insured in performing his operations,
      - (c) property in the custody of the insured which is to be installed, ejected or used in construction by the lasured.
      - (d) that perficular part of any property, not on premises owned by or rented to the insured,
        - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
        - (ii) out of which any property damage erises, or
        - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured:
  - (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification shown in the declarations as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

(Constiti on Reverse)



# AMENDMENTS — LIMITS OF LIABILITY (Single Limit) (Individual Coverage Aggregate Limit)

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COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE

It is agreed that the provisions of the policy explicitled "LIMPTS OF LIABILITY" relating to Boddy injury Userbity and Property Comage Liability are amended to read as follows.

#### LIMITS OF LIABILITY

Regardless of the number of 111 Insureds under this colory, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's tracking is finalled as follows:

#### Bodily Injusy Liability and Property Damage Liability;

- If the limit of ligibility stated in the Declarations of this policy as applicable to "each occurrence" is the rotal limit of the Company's hability for all clamages including damages for care and foss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of each and documence, provided that with respect to any occurrence for which repide of this policy is given in lieu of security or when the policy is cartified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility. Law of any state is provide such limit shall be applied to provide the separate limits required by such lieu to Bodily Injury Lie billity and Property Camege Lability to the extent of the company's lability and increase the total limit of the Company's lability.
- ib) Subject to the whose previous respecting "each occurrence", the total liability of the Company for all damages because of all boddy injury and property damage which occurs during each annual period while this policy is in force commencing from its effective data and which is described in any of the numbered subparagraphs below shall not exceed the finit of liability stated in the Schedule of this andorsement is "aggregate".
  - 41) all property camage arrang out of premises or operations rated on a tempretation pasts or commercials equipment rated on a receptable basis including property damage for which liability is assumed under any incidental contract relating to such premises or operations but excluding property damage included in subparagraph (2) hellow;
  - (2) all property demage arrang out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property demage for which leability is assurated under any included contract relating to such operations, but this subparagraph (2) does not include property damage arrang aut of meintenance or rebars at premises owner buildings or pitter studius etc.
    Market Insurance of the Named Insurance or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.
  - (3) of Products Completed Operations insurance is afforded, all boddy injury and property damage included within the products hazard;
  - 44 if Contractual Liability Insurance is alforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

## Such aggregate fruit shall apply separassiy:

- til to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from promises owned by or reinted to the Named Insulad;
- tish to the sum of the damages for all bodily injury and property damages detembed in subparagraph [3], and
- tid to the property damage described in subporagraph (4) and separately with respect to each project away from premises owned by or rented to the Named Insured.
- For the purpose of determining the limit of the Company's fiability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.

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## NUCLEAR ENERGY LIABILITY EXCLUSION

This acclusion modifies the provisions of this policy relating to ALL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE,

#### This policy does not apply:

- a. Under any Liability Coverage, to bodily injury or property damage:
  - 3) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy mound by Nuclear Energy Liability Insurance Association, Mutual Agente Energy Liability Underwriters, or Neolean Insurance Association of Canada convociditional insurance under such policy put for its termination upon exhaustion of its limit of painty of
  - hase a critical or the state of - b. Under any Madical Payments Coverage, or under any Supplementary Payments provision relating to first sid, to expenses incurred with respect to bedity injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any paradit or creanization;
- Linder any Liability Coverage, to bodily injury or property damage resulting from the hezerdous properties of nuclear material, if:
  - the nuclear material (a) is at any nuclear facility owned by, or opticated by or on behalf of, an intuited, or ib) has been discharged or dispersed interactions:
  - (2) the nuclear material is contained in sport fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, meterals, parts or equipment in connection with the planning, construction, maintenance, operation or use of an except facility, but if such facility a footed within the United States of America, its territories or possessions, or Conside, this exclusion till applies only to property damage to such nuclear facility and any property harmans.

#### d. As used in this Exclusion:

- 41) "Hazardous properties" include redioactive, takin or explosive properties:
- (2) "Nuclear material" means squirée material, appetial nuclear material or by-product material.
- 3) ("Source material"), "species inscrete material", and "by ordinal" material" and "by ordinal" materials of the control of t
- (4) 「行きって」 で の出る。ARIOT TREE DOET Set Subjects (は 15 full-late)」。 で tor
- (5) "Vests" means are waste material (a) containing by-product meterial other than tallings or westes produced by the extraction or concentration of uranium or thorium from any ore trockseed primarily for its source meterial content, and (b) residing from the operation by any person or organization of any nuclear hadity included under the first two paragraphs of the definition of nuclear facility.
- (6) "Nuclear tacility" means: (a) any nuclear resecut; (b) any equipment or device designed or used for (ii) separating the eclopes of unanium or plutonium, (iii) processing or utilizing spent luel, or (ii) handling, processing or packaging waste; (c) any equipment or device used for the processing, labricating or altoying of special nuclear material if all any (line) the total amount of such majorial in the custody of the freunded at the premises where such equipment or device is located consists of or contains more then 25 grams of plutonium or unanium 233 or any combination thereof, or more than 250 grams of unanium 235; (d) any attracture, begin, excavation, premises or place propered or used for the storage or disposal of waste; and (a) includes the site on which any of the foregoing is located, all obtrations conducted on such site, and all premises used for such operations.
- 17) "Nuclear reactor" means any apparatus dissigned or used to sustain nuclear fission in a self-supporting chain reaction or to comme a critical mass of fissionable meterial;
- "Property damage" includes all forms of radioscrive contamination of property.

## CONDITIONS

## 1. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rates, plans, premiums and minimum premiums applicable to the insurance afforded nersin

Premium designated in this policy as "athence premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the does of each period for part thereof terminating with the end of the policy period designated in declarations as the audit period the seened premium shall be compused for such period and, upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously said, the Company shall return to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for pramium compatition, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

#### 2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the Named instructs properly and operations at any time. Meither the Company's right to make inspections not the making thereof not any report thereon shall operations not the making thereof not any report thereon shall operations on behalf of or fer the benefit of the Named Instruct of others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named insured's books and records at any time during the policy period and extensions thereof and within three years after the linal reminades of this policy, as far as they relate to the subject matter of this insurance.

## 3. Financial Responsibility Laws

When this option is partified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforced by this policy for bodiny equivalently law in property damage fieldlity shelt comply with the provisions of such law to the extent of the coverage and limits of lighbility sequind by such taw. The insured agrees to reimburse the Company lor any payment ander the testes of this policy except for the agreement contained in this paragraph.

- Insured's Duries in the Event of Occurrence, Opins or Suit
  - (a) In the event of an occurrence, whiten notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the lims, place and excursionable thereof, and the names and addresses of the injured and of evadable witnesses, shall be given by or for the injured to the Company or any of its authorized agents as soon as practicable.
  - (b) If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, aummons or other process received by him or his representative.
  - (d) The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, at the conduct of suits and in enterting any right of contribution or indentity sparest any person or organization who may be liable to the insured because of injury or damage with respect to which inducance is afforded under this policy; and the insured shall altered hearings and trait and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarity make any payment, assume any obligation or incut any expense other then for direct aid to others at the time of accident.

#### CONDITIONS CONTINUED

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to action shall be against the Company, in each as a condition present theseto, there shall have been full contribute with all of the terms of this policy, nor until the amount of the learners obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimont and the Company.

Any person or organization or the legal representative thereof who has

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall the eatler by entitled to recover under this policy to the extent of the insurence afforded by this policy for person or organization shall have any right under this policy to join the Company as a party to may action against the insured to determine the insured a liability, nor shall the Company be impleated by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the lesured's established not refleve the Company of any of its obligations hereunder.

#### B. Other laspesages

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or coalingant upon the abunda of oline insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- La) Contribution by Equal Shares, If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such less than would be payable if each insurer contributes an equal share until the share of each insurer equals the fowart applicable (intil of liability under any one policy or the full amount of the toss is paid, and with respect to any arubunt of lass not so paid the remaining insurers they continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in total at the full known of the loss is paid.
- (b) Contificulism by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater properties of such loss than the applicable first of liability under this policy for such loss bears to the total applicable itenit of liability of all valid and collectible insurance against such loss.

## 7. Subregation

In the event of any payment under this policy, the Company shall be subregaled to all the insured's rights of recevery therefor against any person of arganization and the insured shall execute and deliver lestruments and papers und bu whate red ofter is medectary ha thou u buch no ho. The hours be und hooring after cos to prepublica such rights.

#### 3. Chinges

Motice to any agent or importage possessed by any agent or by any other section shall not effect a waiver or a change in any part of his policy or salop the Company from anaerting any right under the terms of this policy sor ploss the terms of this policy be waived or changed, archest by endorsement its and to ferm a part of this policy.

#### D. Assignment

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Ramed Issued shall die, such insurance as is afforded by this policy shall apply (1) to the Ramed Insured's legal representative, as the Named Insured, but only will acting which the scope of his duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as insured, but only until line appointment and qualification of the legal representative.

#### 10. Three Tear Follow

If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply apparately to each characteristic actual period thereof.

#### 11. Cancadisting

Canadaturan

This policy may be cancelled by the Named Insured by surrander thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be affective. This policy may be cancelled by the Company by multing to the Flamen Insured at the noders shown in this policy, written notice straing when not less than ten coys thereafter such cancellation shall be effective. The mailing of notice as eforesaid shall be sufficient proof of notice. The time of automoder or the effective date and hour of cancellation stated in the notice shall become the effective date and to the policy pariod. Delivery of such written notices that become the end of the policy pariod. Delivery of such written notices that be the Nahied insured or by the Company shall be aquivalent to mailing.

If the Named Insured caucitis, earned orenicm shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but premium or tender of vectors orenications is not a condition of cancellation.

#### 12. Deciarations

By acceptance of this policy, the Named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in retinice upon the turk of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IN WITHESS WHEREOF, the INSURANCE COMPANY OF WORTH AMERICA has caused this puttry to be signed by its President and a Shoretary at Philipdolphia, Pennsylvania, and countersigned on the Declarations page by a daily Authorized Agent of the Company.

Harry E. Hoyt

Wilson H. Taylor MISON H. Taylor

## Cardwell, Ron

From:

Mac White [mwhite@holcombebomar.com] Wednesday, March 26, 2008 9:29 AM

Sent:

Cardwell, Ron

Subject:

Mintz



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USF&G palicies.

Walter M. White Holcombe Bomar, P.A. P.O. Drawer 1897 Spartanburg, SC 29304 (864) 594-5309

fax: (864) 585-3844

e-mail: mwhtte@holcombebomar.com

CONFIDENTIALITY NOTICE: This e-mail and any attachments with it may contain information that is proprietary, privileged, confidential or otherwise regally exempt from disclosure. This comprehination is intended only for the individual (s) of entity named or their authorized agent. If you have received this communication in error, you are not authorized to read print, dopy, retain or disceminate the contents of this e-mail or its attachments, and you should delete all copies of this e-mail and its attachments. If you are not the named addresses, please immediately notify the sender by e-mail reply or our firm by mail phone or fax at the address and numbers shown above. Thank you.

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2010) I (PI)

# FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, MIC. BALTIMORE, MARYLAND

## DESCRIPTION OF TERMS USED AS PREMIUM BASES

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTUREES AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE

#### When used as a precium besis:

- 1. Comprehensive General; Deregal, Landfords' and Tenanta's SMP Lighting Insurance—"admissions" means the total number of mercans, other (han employees of the Remed Insured, admitted to the event insured or to events conducted on the premises whether an paid admitsion lickets, complimentary tickets or passes;
- 2. Comprehensive General; Manufacturers' and Contractural; Corners', Landlords' and Townth'; SMP Liability Insurance —"sent" mean the total cost to the Named Insured with respect to operations performed for the Named Insured during the policy period by independent constructors of all work let or sub-fir in connection with much specific project, including the cont of all labor, materials and equipment furnished, used or delivered for use in the execution of such week, whether femished by the owner, congrector or subcontractor, including all form, allowances, because or conveniesions made, paid or due;
- 3. Completensive General, Manufacturars' and Contractors', Owners', Leadlords' and Tanants', SMF Liability Insurance—"vaccipis" means the gross amount of money charged by the Manufa Insured for such operations by the Humos insured on the Manufactures of the Policy period or are rated on a receipts having the policy period or are rated on a receipts having the receipts from telecasting, presidently as a securate item and raming directly to a governmental division;
- 4. Comprehensive General; Ministracturers' and Contractures', Owners, Landbords' and Tenents'; SMP Liability Industries which includes coverage for attractions, new construction and downed includes coverage for attractions, new construction and downed includes and by preprietars and by attractions of the Remod Increed, other than charifour Security aperatures of mobile equipment) and aircraft pilots and co-plicits, subject to any avertime carnings or limitation of reconnectation rate applicable in occurrance with the manuals in use by the Company).
- 5. Comparisonsive General, likely Lightlity Incurance—"sales" means the greet amount of money charged by the Mamed Insured or by others trading under his same for all goods and products gald at distributed during the policy period and charged during the policy period for includes include the policy has been addressed the Named Insured and such others unlikely as a apparate than and remit directly to a governmental division;



G502 (Ed. 7-66)

This endorsoment (seems a part of the parties to which attached, effective on the inception date of the policy unless dihermise stated herein.

(The following information is required unity when this endorsoment is issued subsequent to proporation of policy.)

Endorsement effective

Named Insured

Policy No.

Endorsement No.

Countersigned by __

(Authorized Representation)

This emborsement modifies such insurance as is afforded by the previsions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE DRUGGISTS LIABILITY INSURANCE.

MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE STOREKEEPERS INSURANCE

COMPLEYED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

AMENDMENT OF "ALCOHOLIC SEVERAGE" EXCLUSION-SOUTH CAROLINA

If is agreed that that part of the alcoholic beverage captusion which relates to the setting. Serving or giving of any alcoholic howerage (a) to a person under the influence of alcohol or (b), which causes or contributes to the influence of any person, is defined.

G502"(Ed. 7-66)

GL 00 19 07 78

This endorsement force	ns a part of the policy to which attached effective on the inception of	ite of the policy unless otherwise stated hotelm.
	(The following information is required only when this enforcement	is issued subsequent to preparation of policy)
Endersement Effective	Pality No.	Endorsoment No. 3

Named Assured

Countersigned by ______(Authorized Representative)

This enformment modifies such insurance as is afforded by the printisians of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

## AMENDATORY ENDORSEMENT-ADDITIONAL DEFINITION

II is agreed that the following definition is added:

"handing or uninading", with respect to an automobile, meant the handing of property after it is moved from the place where it is accepted for traverment into or outs of a determine or while it is in at so an automobile or while it is being report from a parametric to the place where it is limity delivered, but "leading or quanting" does not include the movement of property by means of a mechanical desice (other than a hand fruits) and attached to the automobile.

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## ! COYERAGE A-BODILY INJUSTY LIABILITY COYERAGE E-PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the Insured all some which the insured shell become legally obligated to pay as demarges because of

A, bedily injury or

faise or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be abligated to pay any claim or judgment or to delend any suit after the applicable final of the Company's liability has been exhausted by payment of judgments or settlements.

#### Erclusions

This insurance does not apply:

B. properly causes

10 which this insurance alphan, caused by an accurrence, and the Company sholl have the feather caused by an accurrence and the Company sholl have the feather caused by an accurrence and the Company sholl have the feather caused by an accurrence and the Company sholl have the feather caused by an accuracy of such this exclusion does not apply in a warractly all liness or equality and only injury or property durings, even if any all the allegations of section of such harmonic in the liness feather of the Remot feather's products of a warractly has not purformed by at an invariant of the Remot feather's products of a warractly has not purformed by at an invariant has been a product of the Remot feather's products of a warractly has not purformed by at an invariant has been a company that not purformed by at an invariant of the Remot feather's products of a warractly has not purformed by at an invariant has been a company that not purformed by at an invariant purpose.

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This enforcement forms a part of the policy to which attuched, affective as the inception date of the policy unless otherwise stated herein.

[The following information is required body when this enforcement is issued subsequent to preparation of policy)

Endonoment affective

Policy No.

Endorsoment No. 4

Named Insured

Countersigned by.....

(Authorized Representative)

This endorsement medities such insurance as is alloyded by the provisions of the policy relating to the following:

COMPREMENSIVE GENERAL LIABILITY INSURANCE

#### - EXCLUSION

(Explosion, Colleges and Orderstoand Property Unicago Mazario)

- It is agreed that:
- 1. The following exclusion is added to the policy:
  - (f) to property pleasage included within-
    - (1) the explaning assent in connection with operations identified in the policy by a classification code number which includes the symbol "a",
    - (2) the colleges beauty in connection with operations identified to the policy by a classification code number which includes the symbol "E",
    - (3) the rederground property damage factand in connection with operations identified in the policy by a classification tode number, which includes the symbol "to".
- 2. When most in reference to this eindocument.

"heliapse hazar" includes "structural property stanage" as defined hereis and property damage to any other property at any time reporting thereiron.
"Structural property damage" means the chilages of or structural lajory to any building or structure due to (1) grading of bad, exceeding, hereising, hereising, back-filing, naterilang, or desirable, pole disting, collection work or calculate any building or structure or removal or rebuilding of any structural support thereof. The entires heard does not include property damage (1) arising out of operations performed for the Human learned by independent contractors, or (2) included within the completed operation operation of (1) for which liability is proposed on an inclination contract;

"explosing becard" includes properly denote suiting out of blasting or explication. The explosion becard door and include property denote (I) arising and the explosion of air or stems vessels, piping under presents, prime movers, machinery or power transmitting equipment, or (2) arising not of operations of the Manual Susantial by independent constructors, or (3) included within the completes approximate according to the enthroperate springs because of (4) for which Exhibity is opened by the interest under an inclination contract;

"time requiring thereform." Includes, "makeground property danger" as deliand becals and property danger to any other property at any other property and any apparatum in connection thereof the parameter of the ground or winter, cannot by and accovering during the use of mechanical anyment for the purpose of grading land, passing, exceeding, drilling, becoming, tilling, back-filling or pile string. The makerpound property danage beamer does not include property danage (3) arising out of spectrious parterned for the Ramad Secured by independent contractors, or (2) included within the completed approximate beamer (3) for which buildity is secured by the beamed order in included postpace).

(Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated berein. (The labowing information is required only when this endorsement is insued subsequent to preparation of policy.) Endorsement effective Policy No. Endorsament No.

kamed lestred

Countersigned by . (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE

## **EXCLUSION**

(Completed Operations Hazzard and Frederic Hazzard)

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bedily injury or property damage included within the Completed Operations Mazard or the Products Hazard.

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SLANTON-HORFON ASSOC SPARTANBURG, SC

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(Junkorized Representative)

This regionsoment modifies such insurance on is ufforded by the provisions of the policy relating to the following:

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Countersease by

Personal Injury and Advertising Injury Liability

Appropriation shall be the per accurrence bodily injury liability limit united otherwise indicated iteration

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Limit of Elebiffer Programs Medical Permants Contrage: \$1,000 each person unless otherwise indicated become

Limit of Emblidy—Fore/Aggintishinity Coverage: \$50,000 per ecourrence unless otherwise and could be select the transfer and the foreign and th Triatist Hiller to Figifica-or organical ricine from the field fillian contra to the

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CONTRACT M. LENGTHY Contract of the second o contract or agreement relating to like conduct of the named insured's

(II) The immunice afforded with respect to lishibly assumed under an incidental contract is subject to the following additional-exclusions:

(1) to bedily injury or property-durings for which the sourcet has assumed, liability under one lactional contract, if such injury or things occurred prior to the execution at the incidental contract;

(?) if the huntred is no architect, engineer or surveyor, to health injury is properly during a little and of the randoring of or the ladure to regider, productional mericus; by such langual, including (a) the preparation or approved of maps, drawings, opinions reports, servers, schonge anders, designs or specifi

(b) supervisely, inspection or engineering services: " " (3) if the indemnitive of the insured is an architect, coginees or surveyer, to the liability of the independen, his agents or employees,

anising out of . . . . . (a) the preparation or approval of or the failure to prepare or approve maps, descripting importunity reports, surveys, change ac-

(15(b) the giving of up the failure to give directions or instructions . In the aidemaiter, his agent et mintoyder, provided and citn bloberth quante:

or present amounts; it. b

(4) Is my obligation for which the interest may be had liable in an action on a contract by a Third party incidificacy for hopfy injury or property demands arising dust of a project for a printic action by the build, authority for any other person or organization engages for the build, authority or any other person or organization engages for the build, authority or any other person or organization engages out, of openitous, within 50 feet of any rathers property, affecting any rather bridge of the person of the build that tunned underpute or crossing but this person of any person of any person of the substructure of the person of any person of the substructure of the person of any person of the person of th

actimies does not upply to sidebrack agreements.

(C) The Inturing exclusions applicable to Courages" (Codin Injury) and 8 (Property Barnagh) do not apply to this Contracted Liability Coverage: (b);4(c) (2), (d) and (e).

(D) The tollowing additional condition applies:

The company shall be estimated to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding. 

A COURT OF THE RESIDENCE OF THE RESIDENC	GENERAL AUTOMORLESCAN BY ST	NSURANCE

i 1. MAMED INSURED and Address (No. & Street, City, County, Stree, Elp Code)

Puticy Humber 100 D . 40864

MINTZ SCRAP	IRON E	METAL,	INC
305 MAGNESS	DRIYE		
SPARTANBURG,	SC 291	203	

Remens 1CCC 25727

Business of Named Insured

IRON OR STEEL SCRAP DEALER Apart or Broker and Address

BLANTON-HORTON ASSOC, INC

SPARTANBURG, SC

2. Policy Period

m 12-27-80

12-27-81

12:01 A.M. stundent time at the address of the Named Insured as stated barries.

3. The impurance afforded in only with respect to such of the following Coverage Farts and Coverages as are indicated by specific promism charge as charges. The first of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of this pulsey boving reference therein.

COVERAGE PARTS	COLEMEEZ	LIMITS OF CIADILITY	ABYANCE PREMIUM
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charries Antomobile Lieblity Insurance	C. Bodily - hajury timbility	\$ ,000 each person	s
	D. Property Danage Liability	\$	3
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## DESCRIPTION OF TERMS USED AS PREMIUM BASES

COMPREHENSIVE GENERAL LIABILITY INSURANCE MAKUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE SMP LIABILITY INSURANCE

## - When used as a premium basis:

- 1. Comprehensive Central: Owners', Landwords' and Toments'; SMP Limbility Insurance—"admissions" means the total number of persons, other than employees of the flamed justiced, admission tickets or persons conducted on the grantees whether on paid admission tickets, complimentary tickets or persons.
- 2. Comprehensive Controls Manufacturers' and Controllers'; Owners', Londonto' and Fennats'; SMP Liability tenurance —"uncil may be total cost to the firmed known with respect to appracious performed for the Manuel bound during the policy paried by independent contractors of all work let or sub-fet in connection with each specific project, including the coast of all labor, materials and equipment turnished, and or delivered for use in the exaction of such work, whether furnished by the owner, contractor or subcontractor, including all test, allowances, bosuppe or commissions leade, paid of due;
- 3. Comprehensive Seneral; Manufacturers' and Controllers'. Owners', Lundords' and Tenants'; SMP Liability Instructor "trechipts" means the gross amount of money theretal the highest form calculated for such operations by the Manufacturers are by others during the period at his state on a receipts less other than receipts from calculating broadcasting or motion pictures, and includes have taken than taken which the Harmad Instruction of the controllers as a receipts less and includes have taken the Harmad Instruction of the controllers as a receipt less and includes the controllers as a receipt less than the Harmad Instruction of the controllers as a receipt less than the controllers as a receipt less than the controllers are receipts and the controllers are rec
- 4. Comprehensive General, Manufacturers' and Contractors'; Owners Limited's and Teamts'; SMP Liability incurance which includes coverage for structural alterations, now reasstruction and demolities operations—"remmeration" away the estima remmeration gerhod during the policy period by proprietors and by all employees of the Rapped leaved, other than the other countries (except operators of mebits equipment) and aircreft pilots and co-pilots, subject to any overline carnings or finiships of remmeration rule applicable in accordance with the materials in use by the Company;
- 5. Comprohensive Council, the Liability Incorrange—"sales" moses the greet amount of manny charged by the Hamed Instruct or in which his manne for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes tweet, other than tweet which the Hamed Inquired and math others collect as a observate item and remit directly in a governmental division;

This endersement forms a part of the policy to which attucked, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required ordy when this endormement is travel subsequent to preparation of policy.)

Endorsement effective

Policy Ha.

Endorsement No.

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the previsions of the golder relating to the reflewing:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

DRUGGISTS LIABILITY INSURANCE

MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE

OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

STOREKEEPERS INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

CONTRACTUAL LIABILITY INSURANCE

PREMISES MEDICAL PAYMENTS INSURANCE

GARAGE INSURANCE

## AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION—SOUTH CAROLINA

If is agreed that that part of the electronic beverage exclusion which relates to the selling serving or giving of any electronic boverage (a) to a person under the influence of alcohol or (b) which causes or contributes to the introduction of any person, is deleted.

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## COVERAGE A-BODILY INJURY LIABILITY

COVERAGE B-PROPERTY DAMAGE LIABILITY

he Company will pay on behalf of the Insured all sums which the Insured shall become in scuesad argument to pay to duringer because of

A. bodily lajory or

B. groperty damage

labe or fraudulent, and may make such investigation and settlement of any claim or built as it downs expedient, but the Company that online obligated in pay any claim of judgment or to defend any suit after the applicable junit of the Company's finishity has been achieved by payment of judgments or sufferents.

## Exclusions

This insurance does and apply:

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entranse on the incorplish date of the policy unless otherwise stated forming (The following information is required only when this endersonnel is asset subsequent to preparation of policy.) Pello Net ....

Named Insured

Countersigned by

*:*:...

. Fightrack Restriction (17.0)

This endurament modifies such insurance as is afforded by the provisions of the pulicy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

BUSINESSOWNERS POLICY

## --- AMENDATORY ENDORSEMENT-ADDITIONAL DEFINITION

if it agreed that the following definition is added:

"hoding or unloading", with respect to an automobile, means the heading of property after it is moved from the piece where it is accepted for movement into or onto an automobile of while it is in or on an automobile or while it is being moved from an automobile to the piece where it is likely delivered, but "leading or unloading" does not include the movement of property by-means of a mechanical device (other their a hand truck) not ottached to the subsymptotic.

GL 00 19 07 78

"This endpresented forms is part of the policy to which attached, effective on the incestion date of the policy unless otherwise stated herein. (The following information is required only when little and organization is known ashed next to propagation of policy)

Endorsement effective

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Endorsement Ma. 4

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Countersigned by.

Chulhorized Representative

from endorsement analytics such insurance as it stronged by the provisions of the notice relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

## EXCLUSION

Azalasian, Sallagen and Underground Property Banage Masurik)

It is agreed that:

- 1. The following exclusion is added to the pulicy:
  - (4) to property damage included within
    - [3] the replacion became in commercian with operations identified in the policy by a classification cade number which includes the symbol "it", . .
    - [2] the collapse leaves in connection willi operations identified to the policy by a classification code seather which includes the symbol "t",
    - (3) the undergraced property decays becard in connection with operations identified in the policy by a classification code number which includes the symbol "tr".
- 2. When used in reference to this endorsement.

"collapse factord" includes "structural property damage" as defined hereig and property damage to any other property at any time retailing because my building or absorber due to (i) grading of land, excurating because with or (2) moving thereign makes the collapse of extinctional injury to any building or absorber due to (ii) grading of land, excurating, borrowing factoring to the making of any structural support (hereof. The collapse internal does not include property damage (ii) which operations performed for the Manuel because by independent contractors, or (2) included within the completed operations laxant or the undergound property damage hazard, or (2) for which liability is assumed by the beauted under an includent contract;

"exploden toward" includes property damage existing and of blasting or explusion. The explusion beyond does not include property damage (1) prising out of the explosion of air or steam vectors, ploing unfor property inches representations of the linear leavest by independent contractors, or (2) included within the completes operations beyond us independent contractors, or (3) included within the completes operations beyond us independent contractors, or (3) included within the completes operations because or the underground property faculty because of the included under an included contracts.

nederground property density to any other property at any states of the states and property density to any other property at any states that rectifing therefore. Underground property density makes property density to write, conduits, pipes, makes, severe, tasks, tensite, by states property density to write and any apparature in connection therewish, because the surface of the graves or underground for the purpose of grading land, paving, ecounting, drilling, berrowing, filling, back filling or pile driving. The paringround property density dens

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This endergonant forms a part of the policy to which attached, affective on the laception dute of the policy unless otherwise stated herein.

The following internation is required only when this undergenent is based subsequent to preparation at policy.)

Endorsement effective Policy No.

Named Insured

_____

Countersigned by____

Arthorized Representative

This endorsement modifies such insurance as is efforded by the provisions of the only, remains to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE (Designated Contracts Only)

EXCLUSION

(Completed Operations Hazard and Products Hazard)

If in agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Comme Liability Coverage and, if a Contractual Liability insurance (Dangerset Contractual Coverage Part forms a part of the policy, such insurance as is afforded by each Coverage Part for Contractual English Relative Liability and Contractual Property Comme Liability, does not apply to bookly Injury or property damage included within the Completed Operations Nazard.

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tion 3. The operance adorded is only with respect to such of the S Company's liability against each such Coverage shall be as t	following Coverage Parts and Coverages taled herein, subject to all the terms	as are indicated by specifi of this policy having refer	c premium charge a mae Mesella.	r charges. The limit of the
COVERAGE PARTS	COVERARES	Limits of C	IABILITY	ADVANCE PREMIUMS
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	Countersigned by			
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# UNITED STATES FIDELITY AND GUARANTY COMPANY FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. BALTIMORE, MARYLAND

#### DESCRIPTION OF TERMS USED AS PREMIUM BASES

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMF LIABILITY INSURANCE

#### When read as a promium basis-

- 1. Comprehensive General, Owners', Landlards' and Tenants', SMP Liability Insurpres—"relativisms" mayor the total number of persons, other than employees of the Kanad Insured, admitted to the event insured or to events conducted on the premises whether on paid admitsion streets, complementary tickets or passes;
- 2. Comprehensive General: Manufacturers' and Contractors'; Owers', Landlords' and Tenants'; SMP Linklitty Insurance seet mean the total cost to the Named Insured language with respect to appetitions performed for the Named Insured during the policy period by independent contractors of all work let or specific non-nection with each specific project, including the cost of all labor, materials and equipment fundament access or delivered for use in the execution of such work, whether turnished by the owner, contractor or autocontractor, including all fees, allowances, bourses or commissions made, paid or due;
- 3. Comprehensive General, Manufactorers and Contractors'; Comers', Landwids' and Yenants'; SMP Liability Insurance—"receipts" minima the gross amount of makey charged by the Kamed insured for such operations by the Named insured or by others during the policy period as are raised on a receipts basis other than receipts from telecasting, brandcasting or motion pictures, and includes tases, other than tases which the Named insured collects as a separate item and remits directly to a governmental division:
- 4. Comprehensive General, Manufacturers' and Contractors'; Sweets, Landbords' and Tenants'; SMP Liability Insurance which includes coverage for attractural alterations, new construction and demailifon aparaticus—"manuscration" magne the entire remaneration control during the policy period by proprietors and by all employees of the Named Insural, other than classificate specialists of mobile exploration of company, other than classificate in accordance with the memories in use by the Company)
- 5. Comprehensive General: SMP Liebility insurance—"suits" means the gross amount of money charged by the Remed insured or by atthers triding under his name for all goods and products until or distributed during the policy period and charged during the policy period for installation, previcing or requir, and includes taxes, other than taxes which the Hamod Desired and such others collect as a separate Hamod remit directly to a governmental division;



**G502** (Ed. 7-66)

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to proposition of policy.)

Endorsement effective Policy No. Endorsement No. 2

Names Insures

Countersigned by ________(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
DRUGGISTS LIABILITY INSURANCE
HANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
STOREKEEPERS INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
GARAGE INSURANCE

## AMENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION-SOUTH CAROLINA

It is agreed that that part of the electrolic bernage exclusion which relates to the selling, surving or giving of any algebraic bernage (2) to a person under the influence of alcahol or (5) which causes or contributes to the interior of any person, is delated.

G502 (Ed. 7-66)

GL 90 19 07 78

This exception there is part of the policy to which attached, effective on the inception date of the policy unless otherwise stable attached.

(The following information is required only when this endosterment is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No. 3

Famed Incured

This endergement modifies such insurance as it afforded by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

**BUSINESSOWNERS POLICY** 

## AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"Taxaling or unleading", with respect to an automabile, means the bandling of property after it is moved from the place where it is accompand for movement into or onto an automabile or while it is not on an automabile to the place where it is lively delivered, but "leading or unleading" does not include the movement of property by means of a recomment desired (other than a hand truck) not attached to the intermebile.

GL 00 19 07 78

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# COYERAGE I-PROPERTY BAMAGE LIABILITY

The Company will pay un behalf of the Impred oil some which the leasure shall become legally obligated to pay as damages because of

A bedily inhay of

take or transporter, and may make such investigation and sectionals of any claim or that as it decree transient, but the Company shall not be collected to pay any claim or judgment or to defend any soil after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

## Exclusions

This insurance does not apply:

B. property drawage

(a) to identify assumed by the insured and any contract or agreement except an interpretation of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the analysis of the anal

This andorsement forms a part of the policy to which attached, effective on the inception date of the policy acless otherwise stated herein.

The following information is required only when this endorsement is bested subsequent to preparation of policy.)

Endorsement effective

Policy No.

Countersigned by

(Authorized Representative)

This endorsement modifies such incurance as is alterded by the provisions of the policy inflating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION
(Explosive, Colleges and Solograms Property Benegal Beneral)

It is agreed that:

- 1. The following exclusion is added to the solicie:
  - (d) to property desired included within:
    - (1) the explosion beams in connection with expections identified in the policy by a classification code number which includes the symbol "h".
    - (2) the soldance became in connection with operations identified in the policy by a classification code number which includes the symbol "e".
    - (i) the endogenous property decoups because in connection with operations idealisted in the policy by a classification case number which includes the symbol "a".
- 2. When used in reference to this endorsement.

"enlique hazers" includes "structural property demage" as defined herein and property damage to any other property at any lims resulting therefrom. "Executives property demage" means the colleges of or structural injury to any building or structure due to (2) grading at land, excepting, herepoing, falling, hand-filling, tunnelling, pile driving, colleges work or (2) moving, shoring, endemined, raising or semplifying at any building or structure or rangement or rangement any building or structure or rangement are raising of any structural appears thereof. The colleges beyond dues not include property damage (1) arising out of appearing perfections of the Ramon lattered by independent contractors, or (2) included within the completed operations beyond or the underground property damage become, or (3) for which liability is accounted by the lattered under an incidental contract.

"explosive toward" includes property damage arising not of biarting or explication. The explosion beard dues not include property damage [1] arising and of the explosion of his or sleate vaspes, piping motors, machinery or power transmitting equipment, or (2) arising out of operations performed for the Roused Instance by independent contractors, or (3) included within the excepted apartitions beared or the motorground preparty damage beared, or (4) for which findfifty is assumed by the tenured under on indicated contracts.

"Indexpressed arrestly diseases hazard" includes "understround property damage" an defined became and property diseases to any other between the resulting therefrom. "Indexpressed property damage" means property than to wives, consolis, place, maide, hazard, names, any Smiller property, and any apparatus in cuanaction therewish, between the property of units, counted by and occurring during the one of mechanical equipment for the purpose of grading land, puving, exceeding, drilling, between the filling, and interest the filling, in the defining or pire driving. The makerground property distance (2) arising out of operations parlament for the Named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which likelify it assumed by the insured under an hazard, or the property distance of the completed operations hazard, or (3) for which likelify it assumed by the insured under an hazard, or the property distance of the completed operations hazard, or (3) for which likelify it assumed by the insured under an hazard.

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G304 (Ed. 7-66)

This endorsement forms a part of the oblicy to which attached, effective on the inception date of the policy unless otherwise stated bersin.

(The following information is required only when this endorsement is issued subsequent to proparation of policy.)

Codorsement effective Folicy No. Endorsement No. 5

Named Ecoused

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

## **EXCLUSION**

(Completed Operations Hazard and Products Hazard)-

It is served that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Danuge Liability Coverage does not apply to bedily injury or property danuge included within the Compilated Operations Hazard or the Products Hazard.

G304 (Ed. 7-66)

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( College Ma. 1.CC C 26727 95 9 4 B Named Insured HIRTZ SCRAP IRON & HETAL, INC. BLANTON-HOFFON ASSOC SPARTANBURG, SC Countersigned by (Authorized Representative) This endorsement anothers seek insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE CENERAL LIABILITY JUSTINAHICE, and the first through the terms IS THE THE PROPERTY OF THE PROPERTY COMPREHENSIVE GENERAL MANUALLY ENDORSEMENT er appar fit at leinen in Programme afficiality of friendlike was marked to receive the firms Schedule Personal Injury and Advertising Injury Liability 4.4 Aggregate Limit shall be the per occurrence bootily injury the billy timit unless otherwise indigated hereix 4.4 Aggregate, (2) with more more HEALT SHIP TOPIC Limit of Linkility - Propine Medical Payments Courses: \$1,000 such person unless otherwise indicated herm धके शहरा. arter out illies are. maindisuled increions are well-than the third has sell fee-Limit of Lisbilly—FertilegalTriability Coverage: 550,000 per accurrence unless \$ \( \frac{1}{2} \) in the material of the first of 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## L. CONTRACTURE LUBBILITY COFFERAGE

(A) The definition of incidental contraction extended to include un contract or agreement (pisting to the conduct of the moved insured a

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- (B) The insurance afforded with respect to liability examped order on incidental contract is subject to the following additional exclusions:
  - (1) to bedily injury or property-decays for which the insured has assumed, liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental confract;
- (2) if the trained is an architect, angineer or surveyer, le bodily lating by property desiring a principle out of the readering of or the lating to region and architecture to region approximation by such insumed including
  - (a) the preparation of suppressed of stayes, drawings, opinions, reports, surveys, charge orders, designs or specifications, and (b) saperaisally, inspection or engineering services; " "
- (3) if the intemptive of the limited is an architect, engineer or surveyor, to the liability of the indomentac, his agents or employees, sensing out of
- (a) the preparation or approved of or the failure to prepare or approve maps, drawings-maintens, reports, surveys, change proders, designs of specifications, or

- 12(b) the giging of or the lations to give directions or instructions. 'I by the collamnites, his termit aremployees, provided such giv-ing of failure to give is the primary cause of the budily lajury or property destate: ...)
- (4) to any obligation for which the innered may be iteld liable in an action on a contract by a third party heristicing for baddy injury or property dumage urging out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or promination engaged in the project.
- (5) is bodly injury or property density arising out of operations, within 50 feel of any colleged property, affecting any colleged bridge of westle, friends, made bilds, funnel; underpose or cooking; but this exclusion does not apply to uideback agreements.
- (C) The inthusing exclusions applicable to Countages"A (Solidy Injury) and B (Properly Bornagt) 40 hat apply to This Contractors Ciability Coverage: (b),(c) (2), (d) and (e).
- (D) The following additional condition applies:

The company shall be existed to exercise all at the insured's rights in the choice of arbitrators and in the conduct of any arbitration 化二氯磺二二烷基

> (19. 1.16) Fact C 354

A. 1. E. S. S. F. J.			
124.0	DECLARATIONS	ance:	- -
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am 1. MAMER INSURED and Aggress ONL. & Street, City, County, State, No Code)

MINTZ SCRAP IRON & METAL, INC BOS MAGNESS DRIVE SPARTANBURG, SC 23285

m 2. Policy Period

12-27-80

n 12-27-81

12:0) AM, standard time at the address of the Names lateral as stated herein.

Peticy Number 1CC D 40864

Renews 1CCC 25727

Jie Kanet levered (g. ) Discovate (丁 Furnish ) 美 Conscioler (g) Other Resemble

Buches of Name Issued

IRON OR STEEL SCRAP DEALER

BLANTON-HORTON ASSOC, INC SPARTANBURG, SC

m 3. The insurance afforded is only with respect to such of the following Coverage Parts and Coverages as are indicated by specific premium charge or charges. The timel of the Coverage should be as stated herein, project to all the terms of this policy having relevants thereto.

COVERAGE PARTS	COVERNIES	LIMETES OF LEMPERITY	AGVANCE PREMIDES
aprehoustre: General Cinkilly Insurance	A. Bailty Injury Liebilly	\$ 300 ,000 and accepted \$ \$71L ,000 and accepted \$ \$150.	s 671.
districture rescui circum instruct	S. Preparty Damage Liability	\$ 100 ,000 aggregate	523.
nises Medical Payments Insurance	E. Presises Medical Payments -	\$ pack person, \$ ,000 such accident	
probessive Adamshile Linksty lesurece	C. Sodily Injury Liablisty	######################################	\$
	O. Property Damage Lishility	\$, ,000 sick eccenteles	\$
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rectant (LaisDig prayrace	-		
nith Physical Courses learness			\$
	See Colorage Part for	Coverages and Limits of Liability	\$
			\$
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ixinesat Nov. Coliner then those entered on Constage Parts  ### ### ############################	019		3
Period: Annual, unless otherwise designated below:    Semi-annually   Quarterly   Mentily	<del></del>	Yetzi Adirece Pronien	: 1194.

Countersigned by Jufforized Representative



RALTIMONE MARYLAND

#### DESCRIPTION OF TERMS USED AS FREMIUM BASES

COMPREHENSIVE GENERAL LIAGRATT INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
CWHERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITE-INSURANCE———

#### -- Men esed as a premium hasise

- 1. Cooprehensive General: Owners', Landburds' and Tenants'; \$300 Lightilly instructed administrate means the lotal number of persons, other than emphytes of the Names' insured, admitted to the event impured or to events conducted on the premiers whether on paid admittage tickets, complicated or passes;
- 2. Comprehensive General: Manufacturers' and Contractory'; Commiss', Landlords' and Yenants'; SMP Liability tosurance —"cast" mean the solal count to the Named Insured with respect to operations performed for the Named Insured Making the policy period by independent contractors of all much let us sub-let in connection with each appetitic project, including the cost of all labor, motorials and equipment furnished, each operation of such work, whether furnished by the owner, contractor or subcontractor, including all less, alternates, bonness or commissions made, paid or due;
- I Comprehensive Concret, Manufacturers' and Contractors'; Owners', Londords' and Tenants'; SMP Liability insurance—"receipts" means the great straight of money charged by the Hannel focused for such operations by the Hannel factored at partial straight for a receipt has straight from labersystem, brancopiling or motion pictures, and includes there after the Rannel focused controls as a receipt from and results directly to a posterness shirting.
- 4. Comprehensive General: Manufacturers' and Contractors'; Owners, Landlards' and Tenunta'; SMP Liability Insurance which includes covarage for structural allerations, are construction and demolities operations—"retomeration" means the entire construction partial the policy partial by proprietors and hy proprietors and hy proprietors and hy proprietors and included insured, other than chauffours imments of making any increase and co-pilots, subject to any overtime narrings or finishing of renomeration and applicable in accordings with the manuals in use by the Company.
- 5. Comprehensive Control, SUP Lightifity legarges..."sales" muons the grow second of manay charged by Una Remark legared or by others trading under his same for all goods and products sale or distributed during the paties and charged during the paties for installation, servicints or repair, and includes taxes, other then taxes which the Named inspect and such others collect as a separate illum and result directly to a governmental division;



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise states herein. (The following information is required only when this endorsement is lexaed subsequent to proparation of patiery.)

Endersement attactive

Policy He.

Named Insured

Constersigned by (Authorized Representative)

Thus endorsement modifies such resurance as is afforded by the provision of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE DRUGGISTS LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE STOREKEEPERS INSURANCE COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE PREMISES MEDICAL PAYMENTS INSURANCE GARAGE INSURANCE

## AMENDMENT OF "ALCOHOLIC BEYERAGE" EXCLUSION—SOUTH CARDLINA

If is agreed that that part of the alcoholic beverage exclusion which relates to the selling, serving or giving of any alcoholic beverage (a) to a purson tender the influence of alcohol or (b) which causes or contributes to the intericulian of any person, is detected.

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Completed Operations (Subtine 316)  EXCLUDED  Advanced Limits (Subtine 316)  For \$1,000 of Receipts  For \$1,000 of Spies  EXCLUDED  Advanced Limits (Spies Charge (Subtine 325, Code No. 59901)  For \$1,000 of Spies  FXCLUDED  Advanced Limits (Spies Charge (Subtine 325, Code No. 59901)  For \$1,000 of Receipts  First (Spies Charge (Subtine 325, Code No. 59901)  For \$1,000 of Receipts  First (Spies Charge (Subtine 325, Code No. 59901)  For \$1,000 of Receipts  First (Spies Charge (Subtine 325, Code No. 59901)  For \$1,000 of Receipts	· ·	1			· · ·		ļ
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## I COYERAGE A-TOOILY INJURY CIABILITY

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#### COVERAGE E-PROPERTY DAMAGE LIABILITY

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false or insudutant, and may make such investigation and settlement of any claim or soil as it demos expensed, but the Company stati out he obligated to say any claim or judgment or to defend only out after the explicable-flowt of the Company's liability has been exhausted by payment at judgments or settlements.

#### Exclusions

This insurance does not apply:

to) to imbility assumed by the interest under any contract or agreement except an incidency contract, but this exclusion does not apply to a warranty of linears or quality.

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This endorsement forms a part of the policy to which attached, effective on the inception date of the policy endoes otherwise stated fermion.

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Countersigned by ...

Autrorated Pepresentatives

This endersament medities such insurance as it afterhed by the provisions of the policy relating to the following:

GENERAL LIABILITY INSURANCE

SMP LIABILITY INSURANCE

**BUSINESSOWNERS POLICY** 

#### .... AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"backing or unlassing", with respect to an automobile, means the handing of property sites it is moved from the place where it is accepted for non-animable or while it is in or on an automobile or while it is in or on an automobile or while it is in or on an automobile or while it is in or on an automobile or while it is in or on an automobile or while it is in or on an automobile or while it is in or on an automobile or while it is in or on an automobile or industrial device (other than a hand freek) not attached to the automobile.

GL 00 19 07 78

. This undersement forms a part of the policy to which attached, effective on the inception data of the policy unless otherwise stated herein.

(The influence information to separate only when this codescent is issued absorpment to preparation of policy.)

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Authorized Representative)

Tell enterthing modelites such insurance as is abuscled by the bookstool of the policy relating to the foliability:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

## EXCLUSION (Capturing, Colleges and Conferenced Property Dances Hearth)

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- 1. The fullowing exclusion is added to the militim
  - (4) to preparty danger included within-
    - (1) the explosion become in committee with operations identified in the policy by a classification code number which includes the symbol "x".
    - (2) the unlique burned in connection with operations identified in the policy by a classification each number which includes the symbol "t".
    - (3) the underground property damage hazzed in connection with operations identified in the policy by a classification ende number which includes the symbol """.
- 2. When used in reference to this endorsament.

"colleges to several" includes "structural property damage" as defined herein and property damage to any other property of any lime resulting therefrom. 
"Structural property damage" means the colleges of an atructural injury to any building or structure due to (1) grading of land, secreting, borrowing, filling, back-filling, tomasling, pile driving, collecture work or (2) another, shoring, underprinding, calcing or demalities of any building or structure or removal or relativing of any structural support thereof. The colleges because does not include property damage (1) adding out of

uppositions performed for the Ramed latered by independent contractors, or (2) included within the completed operations because or the underground prop
erty damage between (3) for which limbility is assumed by the languar under an incidental contractor.

"explosion hazard" includes property damage arising out of binsting or capitation. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of approtions performed for the Hazard leavent by independent controllers, or (3) included within the completed operations extend or the matery area property damage between (4) for which liability is assumed by the leavent ander an includental contract:

"subsegment projectly through the bill "underground property Timege" as the bills through and property damage to any other property at any property and any apparatus is connection therefore the market of the ground or veter, conducts, pipes, posters, tooks, truncin, any simpler property, and any apparatus is connection therewith, homests the market of the ground or veter, coursed by and occurring during the use of mechanical equipment for the purpose of grading land, paving, exampling, driving, herewing, filling, herewing, filling, beth-filling or pile driving. The anterground property damage that does not include property damage (I) arising out of operations performed for the fluence between the property damage (I) arising out of operations performed for the fluence between the included within the completed aparations haven, or (2) for which liebility is assumed by the termed under an inclinated protect.

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Endorsement No.

Hamed Insured

Countersigned by ___

(Authorized Representative)

This enforcement modifies such insurance as is afformed by the provisions of the noticy relative to the following:  $\pi^{-1}$ 

COMPREMENSIVE GENERAL LIABILITY INSURANCE -CONTRACTUAL LIABILITY INSURANCE [Designated Contracts Only]

#### EXCLUSION

Completed Operations Hazard and Products Hazard)

It is agreed that such insurance as is afforded by the Bodity Injury Liability Coverage and the Property Danuage Liability Coverage and if a Contractual Liability Insurance (Designated Contracts Only Coverage Part forms a part of the policy, such insurance as is afforded by Such Coverage Part for Contractual Budity Injury Liability and Contractual Property Danuage Liability, does not apply to health injury or property danuage included within the Completed Operations Hazard or the Projects Hazard.

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	(5) to hodily injury as amounty desirate arising out afromations.		
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An advantagement of the artistantials for magnetic section of the failure in present on	The company shall be autitled to accreize all of the insured's rights		
TO A TOUR TRANSPILLATION OF THE PROPERTY CHARLES	in the choice of arbitrators and in the conduct of any arbitration		
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	r russera i russausrusrusti		

#### Cardwell, Ron

Fram: Sant:

Mac White [mwhite@hoicombebomar.com] Wednesday, March 26, 2008 9:30 AM

To:

Cardwell, Ron

Subject:

Mintz



Fremen's Fund policy.

Walter M. White Holcombe Bomar, P.A. P.O. Drawer 1897 Spartanburg, SC 29304 (864) 594-5309

fax: (864) 585-3844

e-mail: mwhite@holcombebomar.com

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UND. GEO

L Y NUMBER 7. MXC 80006558 PREV. FOLICY NOS.

Coverage for policies other than Workers' COMPENSATION is provided in the following company ASSOCIATED INDENNITY CORPORATION NOVATO, CA 94978 (15700) INSURANCE CO. FIFE



EMERAL DECLARATIONS

amed Insured and Mailing Address

INTZ SCRAP IRON & METAL COMPANY, INC.

DO MATHESS DRIVE

PARTANBURG

SC 29303

roducer Name and Address

MEDMAN CORPORATION

PARTANBURG, 5. C.

the Named Insured is a(n) CORPORATION

Musiness or Operations of the Named Insured: RUYS NON-FERROUS SCRAPS

The insurance provided by this policy consists of the following coverage form(s). The premium may be subject to adjustment. In ceturn for payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

#### GENERAL LIABILITY COVERAGES

Policy Period (for above coverage(s))
Policy Period is from t2-27-85 to 12-27-86 t2:01 A.M., Standard Time at the nailing address of the insured.

PREHIUH SUMMARY:

Estimated Annual Premium Premium Due at Inception

\$2,578.00 \$2,578.00

S. DUGGINS

JAN 18 1986

GEI RELEASED

OF TY NUMBER 2 71 MXC 80006558

aced Insured MINTZ SCRAP IRON & METAL CO., INC.

THERAL DECLARATIONS continued

FIREMAN'S FUND NSSPANIE

OCATION OF PREMISES

oc.

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306 MAYNESS DRIVE

SPARTANBURG

SC

ORKS ATTACKED AT INCEPTION

GL0002 01-73( /

GL0032 04-847

IL0018 10-84

GL2133 02 85 \/

GL0019 07-78

GL0104 07-66

140501 06-84

countersignature:

Producer: RIEDHAN CORPORATION

ate: 01-14-86 SPARTANBURG, S. C.

#### H Y NUMBER 2 71 MOC 60006558

AMED INSURED MENTZ SCRAP IRON & METAL CO., INC.



#### GENERAL CONSTRUCTOR GROUPS (1995)

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES, LIMITS OF LIABILITY AND ENDORSEMENTS SHOWN BELOW.

#### GENERAL LIABILITY COVERAGES

LIMITS OF LIABILITY

COMPREHENSIVE GENERAL LIABILITY COVERAGE PART

COMBINED BODILY INJURY AND PROPERTY DAMAGE LIABILITY

\$500,000 EACH OCCURRENCE \$500.000 AGGREGATE

#### ENERAL LIABILITY ENDORSEMENT(S)

MENDATORY ENDORSEMENT - ADDITIONAL DEFINITION (GL 00 19 07 78)

MEMBATORY ENDORSEMENT (GL 00 32 04 84)

UPPLEMENTAL STATE ENDORSEMENT(S)

SOUTH CAROLINA

MENDMENT OF "ALCOHOLIC BEVERAGE" EXCLUSION (GL 01 04 07 66)

HE AUDIT PERIOD SHALL BE ANNUALLY

J: 'Y NUMBER 2 71 MXC 80096556

AMED INSURED MINTZ SCRAP IRON & METAL CO., INC.

4TING PERIOD 12-27-85 TO 12-27-85

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FIREMAN'S
FUND
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TOMPANICE
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LDC 001 Address 306 MAYNESS DRIVE

SPARTAHBURG

SC

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PERATIONS HAZARDS		Ra	92
PERMITURE MAZARES	Premium Base /	Bodily	<b>broberty</b>
Description(s) of Hazard(s)	Exposure	Injury	Danage
IRON/STEEL SCRAP DEALERS	FAYROLL/REKUKERAT		
LOC ON L	142.600	. 8 <b>47</b> 2	. 9680

A LICY MEETING

GENERAL LIABILITY

Pollution Exclusion

ZT 18 33 51 5

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE CONTRACTUAL LIABILITY INSURANCE MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE SMP LIABILITY INSURANCE STOREKEEPERS INSURANCE

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic themicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

- (1) to hodily injury or properly demage arising out of the final, alleged or threatened discharge, dispersal, release or escape of pollutants:
- (a) at or from premises owned, rented or occupied by the aggred instreet;
- (b) at or from any site or location used by or for the named insured or others for the handling, storage, disposel, processing or treatment of waste;
- (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the named insured or any person or organization for whom the marked insured may be legally responsible; or-

- (d) at or from any site or location on which the named insured or any contractors or subcontractors working directly or indirectly on behalf of the numed insured are performing operations:
- (i) if the pollutants are brought on or to the site or location in connection with such operations; or
- (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- (2) to any loss, cost or expense arising out of any governmental direction or request that the named insured less for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, firmet, scids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Signature of Insured

This Form must be attached to Change Endorsement when issued after the Policy is written.

ONE OF THE FIREMAN'S PUND INSURANCE COMPANIES AS NAMED IN THE POLICY

CH TY NUMBER 2 71 MCC 8000 65 58

UND SEE.

amed Insured ENTZ SCRAP IRON & WETAL CO., INC. Sequential Endorsement Ho. 100

CHANGE ENDORSEMENT

Effective 12/27/85, 12:01 A.H.,

(4) 大き、子主内性・異なりなわる。 とはは、ままり、内差し、たら、ことは、

his is an Enversement only. Other then then thences inter; all other ... ____ overage remains in full force and affect. Premium adjustments are shown.

PREMIUM SUMMARY:

ADDITIONAL PREMIUM DUE NOW

\$0.00

The Mailing Address of the Named Insured is amended to read:

306 HAGNESS DRIVE

SFARTANEURG

80 29303

ntersignature: Producer: RIEDHAN CORPORATION

Date: 01/30/86 SPARTANBURG, S. C.

FEB 03 1986

UNDADED

O TY NUMBER 2 71 MCC 8689 65 58

aned Insured IINTZ SCRAP IRON & METAL CO., INC.

Sequential Endorsenent No. 882 y a da

FIREIAAN'S FUND FSUPACCE

CHANGE ENDORSEMENT

Effective 12/27/85, 12:01 A.H., Park and Time of the address of the insure

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PREMIUM SUMMARY:

ADDITIONAL PREMIUM BUE NOW

\$0.88

The Premium shown includes Adjustable Premium(s). Refer to Premium Adjustment Information attached.

THE FOLLOWING GENERAL LIABILITY COVERAGE PARTS ARE ADDED TO THE POLICY AS SHOWN:

GENERAL LIABILITY COVERAGES

LIMITS OF LIABILITY

PREMISES HEDICAL PAYMENTS COVERAGE PART

\$500 EACH PERSON \$40,000 EACH ACCIDENT

THE FOLLOWING GENERAL LIABILITY ENDORSEMENTS ARE ADOED TO THE POLICY:

EXCLUSION (COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARD) (GL 21 04 07 66)

C. intersignature:

Producer: RIEDHAN CORPORATION

s. Dugging

Date: 01/30/86 SPARTANBURG, S. C.

FEB 03 1986

D :Y NUMBER 2 71 MXC 8000 65 58

amed Insured INTZ SCRAP IRON & METAL CO., INC.

Sequential Endorsement No. 602 (continued)

Page 2



ATING PERIOD 12-27-85 TO 12-27-86

GENERAL LIABILITY SCHEDULE

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LOC 001 Address 306 HAYNESS DRIVE

SPARTANBURG

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PERATIONS HAZARDS		Ra	Rates	
Description(s) of Hazard(s)	Premium Base / Exposure	Bodily Injury	Property Pamage	
IRON/STEEL SCRAP DEALERS	PAYROLL/REMUNERAT	ION .8472	_9580	

OT TY NUMBER 2 71 MIXC 8609 65 58

amed Insured HNTI SCRAP IRON & METAL CO., INC. Sequential Endorsement No. 982 (continued)

Page Ş



forms Added at the Inception of this Change Endorgement GL0043 01-73 GL2104 07-66

#### COMMERCIAL LIABILITY. COYERAGE

T ARC) AMENDMENT

#### GENERAL LIABILITY

Exclusion (Completed Operations Hazard)

L . 21 64 97 L.

# This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following: COMPREHENSIVE GENERAL LIABILITY INSURANCE

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property éamage included within the Completed Operations Bazard or the Products Hazard.

REFER TO DECLARATIONS
FOR ANY ADDITIONAL
COVERAGE DETAIL

MINIZ SCRAP IRON & STEEL CO., INC.

E000 65 58

BFF. 12-27-85

ACCEPTED BY INSURED'S SIGNATURE

This Form raust he stincted to Change Endorsement when issued after the Policy is written.

#### COMMERCIAL LIABII COVERAGE

POLICY COVERAGE

#### THE RESERVE OF GENERAL LIABILITY

Envérage Part -Premises Medical Payments Insurance

GL 00 13 01 73

### IF THE POLLOWING INFORMATION IS NOT COMPLETE, REFER TO THE APPROPRIATE DECLARATIONS ATTACHED TO THE POLICY.

			Company of the Company
INS	(IRE)	POLICY NUMBER	SEQUENTIAL NO
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1	APPROXICATIONS		
384		EFFECTIVE DATE	
1.40	FOR ANY ADDITIONAL		
	COLERAGE GETAN		
	COYENGE DEINIL		

#### **DECLARATIONS**

(COVERAGE IS INCLUDED ONLY IF AN "X" IS EXTERED IN BOX) SPORTS ACTIVITIES

#### LIMITS OF LIABILITY

EACH PERSON

127 .35

S CALLED OF BOOK ACCIDENT

#### 4. Insuring-Agreement

Africa Grand Color Bridge (1) For

The Company will pay to or for each person who sustains dily injury caused by accident all reasonable medical ex-ise incurred within one year from the date of the accident account of such bodily injury, provided such bodily inisity arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

## 2. EXCLUSIONS HOLD

Special Control

This insurance does not apply:

(i) arising out of the ownership, maintenance, operation, use leading or unloading of (i) any automobile or aircraft owned or operated by or rented or loaned to any insured, or ill any other suromobile or alicraft operated by any person in the course of his employment by any lassifed; but his co-clusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaded to any insured;

[2] arnsing out of (i) the ownership, maintenance, opera-tion use loading or unloading of any mobile equipment while being used in any prearranged or organized facing, specifier demolition contest or in any stunting activity or in 'bracilce or preparation for any such contest or activity or (ii) the toperation or use of any snowmobile or trailer designed a focuse there with the company of the production

(3) arisingtone of the ownership, maintenance, operation, ..use, feading pit, unloading cof (i) any watercraft owned or hoperated by or rented or loaned to any insured for (ii) any का प्राप्त कार्या । अध्ये । साम इसेन्ट्रिय विकास विद्याल विद्याल विद्याल

न्यास्तर स्त्रीति । वस other watercraft operated by any person in the course of his employment by any insured; but this exclusion does not Lapply to watercraft while ashore on the Insured premises; or

[4] arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented of loaned to any lasured;

(b), to bodily injury:

(1) included within the completed operations hazard or the products hazard:

(2) arising out of operations performed for the named insured by lindependent contractors other than (i) maintenance and repair of the insured premises or (ii) structural altera-tions at such premises which do not involve changing the

size of or moving buildings or other structures:

(1), resulting, (rom, the selling, serving, or, giving of any alcoholic beverage (i) in violation of any statute, ordinance for regulation, (ii) to a must, (iii) to a person under the inoffuence of alcohol or (iv) which causes or contributes to the intoxication of any person oil the named insured is a person or organization engaged in the business of manufacturing, distributing selling or serving alcoholic beverages or, if not .sq.engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (b) (i) applies when the named insured it such an owner or lessor.

:(4)..duestowas, whether or not declared; civil, war; insurrec-, tiom: rebellion or revolution; or to any act or condition incident to any of the foregoing:

(c) to bodily injury:

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COMMERCIAL LIABILITY OF THE PARTY OF T

GENERAL LIABILITY COVERAGE

Comprehensive General

· · Liability Insurance · · · · ·

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These policy provisions, together with all applicable terms, conditions and exclusions of the policy and the coverage parts and endorsements made a part hereof by designation in the Declarations, complete the Liability Coverage of this policy.

## COVERAGE PART - COMPREHENSIVE GENERAL LIABILITY INSURANCE

1. INSURING AGRERMENT
The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages, because of bodily injury or property damage to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegation of the suit are groundless; false or fraudulent, and may make such investigation and testilement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judg-

2. EXCLUSIONS

nts or settlements.

This impraged does not apply:

(a) to liability assumed by the insured under any contract of agreement efficient an incidental contract; but this exclusion does not apply to a warranty of fitness of quality of the named insured is products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike mariner;

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(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading of anloading of (1) any automobile or aircraft owned or operated by or rented or loaned to any insuced, or (2) any other aucomobile or aircraft operated by any person in the course of his employment by any insured; but this exclussion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any in-(c) to bedily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to hodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any inspred;

(e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of (1) any watercraft owned or operated by or rented or loaned to any insured, or (2) any other; watercraft operated by any person in the course of his employment by any insured; but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, koos, fumes, acids, atkalis, toxic chemicals, liquide or gases, waste materials or other irritains, contaminants or pollutaots into or, upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

(2) to bodily injury or property damage, due to war, whether or not declared, givil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by injured under an incidental contract, or (2) expenses for fire aid under the Supplementary Payments provision;

first eid under the Supplementary Payments provision;
(h) (a bodily injury or property damage for which the insured or his indemnitive may be held liable (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or (ii) by reason of the seiling, serving or giving of any atcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person; but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

This Endorsement count be attached to Change Endorstement when thened after the Policy is written.

#### STOCK NO GL 99 GR 91 73

- (i) to any obligation for which, the insured or any carrier his insurer may be held liable under any workers' communities, unemployment compensation or disability, benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arking out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this extense these not apply to liability assumed by the insured in its insured.
- by or remark to the manied. (In intoperty used by it emsured, or (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidelrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;
- (I) to properly damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from (1) a delay in or tack of performance by or on behalf of the named insured of any contract or agreement, or (2) the failure of the named insured's products or work performed by or on behalf of the basied mained to meet the level of per-

mance, quality, filiness or durability warranted or presented by the named insured; but this exclusion does not apply to loss of use of other tangible property resulting from the suddes and accidental physical injury to or destruction of the named insured's products or work performed by or on, behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (a) to properly damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages cleared for the withdrawal, inspection, repair, replacement, or loss of use to the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

#### 1. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

(a) if the named insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the step proprietor, and the spouse of the named insured with spect to the conduct of such a business:

- (b) if the named insured is designated in the Declarations as a partnership of joint venture, the partnership of joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the second of his duties as such:

## for the named insured; and

(e) with respect to the operation, for the purpose of iocumotion upon a public highway, of mobile equipment registered under may other motor vehicle registration law, (i) an employee of the named insured while operating any such equipment in the course of his employment, and (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and politectible insurance available, either on a primary or excess thats, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to: (1) bodily injury to any fellow employee of such person injured in the course of this employment, or (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily lajury or property damage arising out of the conduct of any partnership of joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

## 4, LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy. (2) persons or organizations who sustain bodily injury or property damage, (2) claims made or suits brought on account of bodily injury or property damage or (4) units of mobile equipment to which this policy applies; the Company's liability is limited as follows:

(a) Separate limits of liability for bodily injury liability and property damage liability.

The total liability of the Company for all damages, including damages for case and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the Declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the Declarations as "aggregate."

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the total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations at the result of any one occurrence shall not exceed the limit of property damage liability stated in the Declarations as applicable to "cach occurrence."

Robbins of the above presided expecting freach our agenci. STATE OF THE PROPERTY OF THE PARTY. coverage applies and described its any of the nonseared subparagraphs below shall not exceed the limit of property damage liability stated in the Declarations as "aggregate": (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below; (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named intered, including any · such property damage for which liability is assumed under any fricidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of r moving buildings or other structures; (3) all property damage included within the products hazard and all property damage included within the completed operations

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

(b) Combined single limit of liability for bodily injury and property damage liability.

The total liability of the Company for all damages under all bodily injury liability and property damage liability coverages of this policy because of bodily injury or property damage sustained by one or more persons or organizations as a result of any one occurrence shall not exceed the limit of liability stated in the Declarations for "each occurrence."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages arising out of the products hazard and completed operations hazard shall not exceed the limits of liability stated in the Declarations as "aggregate."

Subject to the above provision respecting "each occurrence," the total liability of the Company for all damages because of all property damage: to which the policy applies

(5) arising out of premises or operations rated on a remuneration basis or contractors equipment rated on a receipts basis, including liability assumed under any incidental contract relating to such premises or operations or

(ii) arising out of and occurring in the course of operations, other than maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures, performed for the named insured by independent contractors and matter. The present the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the present of the pres

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thati not exceed the limit of liability stated in the Destarations as "aggregate." Said aggregate limit of liability shall apply separately to (i) and (ii) and under each separately to each project away from premises owned by or remed to the named insured.

With respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state, province or other territorial jurisdiction, the stated limits of liability as respects each occurrence shall be applied to provide the separate limits of liability required by such law for bodity injury liability and property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the Company's liability.

For the purpose of determining the limit of the Company's liability under (a) of (b) above, all bodily injury sad property damage arising out of continuous or repeated caposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### 5. POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the Policy Period within the policy territory.

#### 6. When used as a premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due:

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate

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tion) and remits directly to a governmental division;

"remuneration" means the entire remuneration carried during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and coupling, subject to any overtime carnings or limitation of remuneration take applicable in accordance with

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit discreby to a governmental division.

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FIDNALD E. CARDWELL

(CARDWELL PROPERTY)

SANK OF AMERICA PLAZA 101 NORTH MAIN STREET, SUITE 900 GREENVILLE, SOUTH CAROLINA 2001

## MCNAIR LAW FIRM, P.A.

ATTORRESS AND COUNTRIONS AT LAY

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1198010003 Chametas SF/tect/

POST OFFICE BOX 447 CREENVILLE SOUTH CAROLINA 29800 TELEPHONE (864) 271-4940 FACSMILE (864) 271-4916

April 24, 2008

Erin J. Rednour, Remedial Project Manager Illinois Environmental Protection Agency Bureau of Land Division of Remediation Management Mailcode 24 Post Office Box 19276 Springfield, Illinois 62794-9276

FILE COPY

RE: Request for Information 1198010003 – Madison County Chemeteo Site ILD 048 843 809 Hartford/Madison County Superfund/Technical Reports

Dear Ms. Rednour:

Attached for your use is Mintz Scrap Iron and Metal Co., Inc.'s ("Mintz Scrap Iron") Supplemental Response dated April 24, 2008 to Illinois EPA's Request for Information dated February 22, 2008. In Response to Question No. 16, I failed to list Century Indemnity/Resolute Management Policy GLP GO 502439 for the period 12/27/83 to 12/27/84. A copy of the policy was attached as Tab 3 to the Response dated March 27, 2008.

If you have any questions concerning the Supplemental Response, please let me know.

Very truly yours,

MENAIR LAW FIRM, P.A.

Ronald E. Cardwell

RECEIVED

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Enclosure

REC/rg

RELEARANTE

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REVIEWER MD

# SUPPLEMENTAL RESPONSE DATED APRIL 24, 2008 BY MINTZ SCRAP IRON AND METAL CO., INC. TO ILLINOIS ENVIRONMENTAL PROTECTION AGENCY'S REQUEST FOR INFORMATION DATED FEBRUARY 22, 2008

RE: 1198010003 - Madison County

Chemetco Site ILD 048 843 809

Hartford/Madison County

Mintz Scrap Iron and Metal Co., Inc. ("Mintz Scrap Iron") incorporates herein by reference the Preliminary Statement, Objections, Request For Any Alleged Nexus Documents, and Miscellaneous sections contained in its Response Dated March 27, 2008 To Illinois Environmental Protection Agency's Request For Information dated February 22, 2008.

## SUPPLEMENTAL RESPONSE TO REQUEST FOR INFORMATION

#### Questions

16. Identify all liability insurance policies held by Respondent from the period you transported materials or other waste materials to the Site. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration date for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, non-sudden, or both types of accidents. Provide complete copies of all relevant insurance policies.

#### Response:

Century Indemnity/Resolute Management	GLP G0 2227010	12/27/81-12/27/82	\$300,000 \$100,000/ \$100,00
	GLP G0 63720639	12/27/82-12/27/83	\$100,000/ \$100,000 \$50,000/ \$100,000

	GLP G0 502439	12/27/83-12/27/84	\$100,000/ \$100,000 \$50,000/ \$100,000
	GLP G0 4793249	12/27/84-12/27/85	\$100,000/ \$100,000
Fireman's Fund	271MXC80006558	2/27/85-12/27/86	\$500,000/ \$500,000
USF&G	1 CCC 26727	12/27/79-12/27/80	\$300,00 \$100,00/ \$100,00
	1 CCD 40864	12/27/80-12/27/81	\$300,00 \$100,00/ \$100,00